

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**INDUSTRY**  
(.Net Expert Web Solutions)

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of research, design and development and consultancy in the field of web technology, Information Security, Data mining, Cyber security, Networking and embedded system, database management system, image processing, Cloud Computing and related fields of Information Technology.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between

BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and INDUSTRY shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in web technology, information security, data mining, cyber security, networking and embedded system, database management system, image processing and other areas of Information Technology national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) INDUSTRY may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) INDUSTRY may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) INDUSTRY may avail library facilities at BVM.

- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and INDUSTRY shall be coordinated by a coordination committee appointed by Head of both the Institutes.



- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and INDUSTRY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:

Industry Name: .NET XPERT WEB SOLUTIONS


Industry Owner Name: Bhavin Rana

Industry Address FF14, Emperor building, Fatehgunj Main Road, Vadodara

Industry Email Id ranabhavin2@gmail.com

Industry Contact No: 9898163779

  
HEAD

  
30/3/17

Information Technology Department  
IT Department  
B.V.M. Engineering College  
V. V. Nagar

Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Faculty representative from Department

Name: Chintan M. Mahant  
Reshu M. Brahmbhatt

Designation: Assistant Professor  
B.V.M. Eng. College  
V.V. Nagar



Witness

1

2

Date

Witness

1

2

Date

## **2 Services**

- 2.1 Subject to the terms and conditions of this MOU, ABB will provide to BVM the Services specified in the SOW using reasonable skill and care.

## **3 BVM Obligations**

- 3.1 BVM shall (a) designate and provide a project manager and /or primary point of contact who will be responsible for coordinating the BVM's actions as well as an executive sponsor at a level equal to that of the counterpart names at ABB; (b) provide sufficient, qualified, and knowledgeable personnel and participate in relevant meetings; (c) make timely decisions necessary to move the Services forward; (d) provide ABB with reasonable access to BVM's facilities in order to enable ABB to perform the Services; (e) to the extent necessary to provide the Services, provide ABB with such reasonable working space, equipment and office support and an adequate environment for ABB personnel, where they can conduct efficient analytical service; (f) provide access to information and data related to the scope of Services and (g) perform such other duties and tasks as set forth in the SOW to facilitate ABB's and its subcontractors' performance of the Services set forth thereunder ("**BVM Obligations**").
- 3.2 BVM acknowledges and agrees that ABB's ability to perform the Services is conditioned upon BVM's timely performance of the BVM Obligations and any assumptions described in the SOW.

## **4 Charges and Payment**

- 4.1 Charges, payment terms shall be mutually discussed and agreed in writing on case to case basis for the offered services.

## **5 Intellectual Property Rights**

- 5.1 Any and all right, title and interest in Intellectual Property Rights and all materials created by or licensed to ABB prior to or outside this MOU and any modifications and derivatives thereto including, without limitation, all Intellectual Property Rights related thereto ("**ABB Pre-Existing Material**") shall remain vested in ABB. Any and all right, title and interest in Intellectual Property Rights and all materials created by or licensed to BVM prior to or outside this MOU including, without limitation, all Intellectual Property Rights related thereto ("**BVM Pre-Existing Material**") shall remain vested in BVM.
- 5.2 ABB owns any and all right, title and interest in and to the Deliverables including, without limitation, all Intellectual Property Rights related thereto. ABB may grant BVM a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use, modify and run (as applicable) the Deliverables and prepare derivative works thereof, for its internal education purposes for which BVM must seek prior written permission from ABB on case to case basis.
- 5.3 To the extent that ABB Pre-Existing Material is embedded in any Deliverables, ABB grants BVM a license to use the ABB Pre-Existing Material as part and only for the purpose of such Deliverables.

## **6 Confidentiality**

- 6.1 Each Party may disclose Confidential Information to the other Party in connection with this MOU, in case required to conduct the service, only after signing appropriate non-disclosure

agreement for the particular service. "**Confidential Information**" means the terms and conditions of this MOU, the Services and any related material and documentation as well as any information disclosed by one Party to the other Party in connection with providing the Services that is marked confidential or not, or that due to its character and nature a reasonable person under like circumstances would treat as confidential. The following shall not be regarded Confidential Information: information which is (i) generally available to the public other than as a result of a breach of this MOU; (ii) already in the possession of the receiving Party without restriction prior to any disclosure hereunder; (iii) has been lawfully disclosed to the receiving Party by someone who is free lawfully to disclose the same without confidentiality restrictions; or (iv) independently developed by the receiving Party or Affiliates and no Confidential Information disclosed hereunder has been used directly or indirectly in such development.

- 6.2 Neither Party shall disclose or distribute the other Party's Confidential Information other than as permitted by this MOU and each Party shall protect the other Party's Confidential Information at least in the same way as it protects its own proprietary and/or confidential information of the same or similar nature, but in no event with less than a reasonable standard of care given the type of information disclosed. Each Party will use the other Party's Confidential Information only for the purposes described in this MOU and will only disclose the other Party's Confidential Information to its or its Affiliates' employees, contractors or sub-contractors which are bound by confidentiality obligations which are at least as stringent as those in this MOU and only to such extent as these persons have a need to know the Confidential Information for the purposes contemplated in this MOU.
- 6.3 In the event a Party is required under applicable law, regulation, court or administrative order to disclose Confidential Information of the other Party, the receiving Party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other Party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.
- 6.4 Upon request of the disclosing Party, the receiving Party shall return, destroy or delete (and confirm in writing) all Confidential Information of the disclosing Party in its possession or under its direct or indirect control, provided that the receiving Party will be entitled to retain (i) copies of Confidential Information as required for legal or regulatory purposes and (ii) Confidential Information stored on their computer back-up, archiving or disaster recovery systems in the ordinary course of the receiving Party's system operations, provided that the receiving Party does not further use such Confidential Information. The above obligations shall not apply to feedback or data aggregated with other data where BVM cannot be identified anymore.
- 6.5 The confidentiality obligations remain in place for 5 (five) years after the termination of this MOU or the last renewal and/or its extension.

## **7 Limitation of Liability and Disclaimer of Warranties.**

- 7.1 Subject to Section 7.2 below, to the extent permitted by applicable law ABB's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this MOU shall be limited to the lesser of a) a sum equal to the total fees paid in the 3 (three) months prior to the first cause of action under this MOU or b) 1000 (one thousand) Indian rupees. ABB shall in no event be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this MOU, and even if ABB has been advised of the possibility of such

damages, for (i) loss of profits, sales, business, goodwill, agreements or contracts, anticipated savings, revenue, data or information; (ii) business interruption, costs of substitute goods or services; and (iii) any indirect, consequential, incidental, special, punitive damages or exemplary loss.

- 7.2 Except as expressly provided herein, ABB excludes all warranties, representations, terms, conditions of any kind, commitments of merchantability, non-infringement or fitness for a particular purpose or of satisfactory quality.
- 7.3 If an infringement claim is or in ABB's reasonable belief, likely to be asserted, ABB may require BVM to discontinue the use of the Services immediately and BVM shall comply with such requirement. BVM shall give ABB prompt notification of such claim and its compliances.

## **8 Use of BVM Name**

- 8.1 BVM shall grant to ABB the right to use its name, logo, quotes, trademark and/or information to the extent not considered Confidential Information for marketing purposes, testimonials and referrals. BVM expressly agrees also to allow ABB to use specific pre-agreed information related to the collaboration to create a case history to be used for marketing purposes.

## **9 Term and Termination**

- 9.1 This MOU will become effective upon being duly signed by both Parties and will expire on December 31, 2020, unless sooner terminated in accordance with this Section 9. Each Party may terminate this MOU (i) for any reason with a written notice of 30 (thirty) days or (ii) for material breach or in case of insolvency or a similar event of the other Party with a written notice and immediate effect.

## **10 Governing Law, Dispute Resolution and Jurisdiction**

- 10.1 This MOU, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the substantive laws of India.

Any dispute, controversy or claim arising out of, or in relation to, this MOU, including the validity, invalidity, breach, or termination thereof, shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time by sole arbitrator appointed in accordance therewith. The seat and venue of arbitration shall be Vadodara, India. The language of the proceedings and of the award shall be English.

Jurisdiction: Each Party irrevocably agrees that the courts of Vadodara shall have exclusive jurisdiction to settle any dispute or arising out of or in connection with this MOU or its subject matter or formation.

## **11 General Provisions**

- 11.1 Assignment: Neither Party may assign any of its rights or obligations under this MOU without the other Party's consent which shall not be unreasonably withheld. For purposes of this MOU, "assignment" shall not include a merger, acquisition, divestiture or other consolidation.

- 11.2 Independent Contractors: Nothing in this MOU shall be deemed to create between ABB and BVM a partnership, joint venture, association, co-ownership, unincorporated business, employment relationship or any other relationship other than an independent contractor relationship dealing at arms' length. Nothing in this MOU shall be deemed to empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as entitled to do the same.
- 11.3 Non-Solicitation: So long as this MOU remains in effect, and for twelve (12) months thereafter, BVM shall not, directly or indirectly, solicit any current or former ABB employees who have provided Services to BVM under this MOU, without ABB's prior written consent.
- 11.4 Severability: If any provision of this MOU is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this MOU, and this MOU shall be enforced and construed as if the provision had been included in this MOU as modified or as if it had not been included.
- 11.5 Waiver; Amendment: Failure or delay by either Party to enforce any of the provisions of this MOU, or enforce or exercise any rights with respect to this MOU, shall not be considered to be a waiver of that provision or right. No waiver of any rights under this MOU shall be effective or enforceable, unless it is in writing and duly signed.
- 11.6 Subcontractors: ABB may, in its reasonable discretion, at any time subcontract the performance of any of its obligations hereunder to Affiliates or subcontractors.
- 11.7 Force Majeure: Neither Party will be liable for any delay or failure to perform its obligations under this MOU if the delay or failure results from an event that was not foreseeable, is unavoidable and outside the reasonable control of the affected Party. ABB may, in its reasonable discretion, at any time after expiry of 30 days of such Force Majeure, terminate with a written notice and with immediate effect.
- 11.8 Data Protection: The Parties agree that BVM shall be the data controller, who shall ensure compliance with the applicable data protection laws, in particular the lawfulness of the processing of personal data. ABB and/or its Affiliates shall be processing personal data on behalf of BVM and shall ensure compliance only with regard to those obligations under applicable data protection laws that are specifically directed to processors and shall act according to lawful instructions of BVM. ABB's personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. BVM agrees that it will not withhold or delay its consent to any changes to this data protection clause and/or to any additional data processing or data protection agreements which in the reasonable opinion of ABB are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines from any competent supervisory authority, and their application to the services provided by ABB from time to time.
- 11.9 Export Control Notice: BVM shall not export or re-export, directly or indirectly, the Services, in whole or in part. BVM acknowledges that the Services or any part thereof, are being released or transferred subject to applicable export control laws and BVM will comply with all applicable export control laws.
- 11.10 Health, Safety & Environment: BVM shall provide a safe working environment at its premises, if applicable, for ABB's and its sub-suppliers' personnel ("**Employees**") to perform the Scope of Work, otherwise ABB is entitled to suspend. BVM shall ensure that the Scope of Work is not carried out under dangerous or unhealthy conditions and take all necessary measures to protect the Employees from exposure to any security, or health, safety or environmental ("**HSE**")

hazard. BVM shall ensure that the Employees is informed of any safety regulations in force at the premises where the Scope of Work is carried out and provide the Employees with any specific protection required for BVM's premises, other than ABB's usually available safety protection. On premises where there are multiple contractors and/or service providers providing services and work, the BVM shall establish a HSE management plan and a clear hierarchy of responsibilities related to HSE management between all parties. ABB is responsible for assuring the health, safety, and protection of its Employees by complying with applicable laws and premises safety regulations provided in writing by the BVM to ABB. BVM shall bring to ABB's attention any premises-specific hazard(s) that may affect ABB's employees or its contractors during the execution of the work on premises. If this information, or assurance of the absence of any potential hazards, cannot be obtained from the BVM, ABB reserves the right to undertake their own assessment at BVM's cost.

Such hazards may include but is not limited to the following:

- Presence of asbestos materials within, or in close proximity to, the proposed working area;
- Details of other legacy issues such as presence of polychlorinated biphenyls (PCB's) in old electrical equipment such as but not limited to transformers, lead and other heavy metals etc.;
- Ground water and/or soil contamination where excavation service may be carried out;
- Location of any live electrical conductors that will remain energized throughout the execution of the work on premises;
- Location of any areas or adjacent activity where there is a significant concentration of flammable liquids or vapours likely to be present;
- Details of any areas or adjacent activity where there are hazardous substances present that may present a risk to ABB employees or its Subcontractors;
- Details of any areas or adjacent activity where radiation hazards are likely to be encountered;
- Location of any pressurized systems, pipelines that may be located within the proposed working area or adjacent;
- Location of any underground services that may be encountered during the work.
- Location of ordnance, depleted munitions or residual explosive materials.
- Identification of natural hazards that may impact the premises (flooding, volcano, heavy rains...)
- Identification of any significant environmental sensitivity classification of the area including but not limited to a water scarce or water stress location, biodiversity protection area

BVM shall, where available, provide copies of relevant documents prior to contract, e.g. locations of hazardous substances etc., and indicate the level of accuracy and confidence of the content.

- 11.11 Entire MOU: This MOU constitutes the entire agreement between ABB and BVM with respect to the subject matter of this MOU, and supersedes all prior negotiations and agreements, whether oral or written, with respect to these matters.
- 11.12 Order of Precedence and Interpretation: If there is a conflict between the body of this MOU and any term or condition of the SOW, then the terms of the SOW will control. Any phrase introduced by the terms "e.g.", "including", "include", "in particular", "such as" or any similar expression, shall be construed as illustrative and shall not introduce an exhaustive list of phrases nor limit the sense of the words preceding those terms.

## **Exhibits:**

- Exhibit 1      Statement of Work for project
- Exhibit 2      Charges and Payment





IN WITNESS WHEREOF, the Parties hereto have executed this MOU by their respective duly authorized representatives.

**ABB India Limited**

Date:

22/11/2018

Signature

*Nihar S. Raj*

Name:

NIHAR S. RAJ

Title:

BUSINESS HEAD-  
ASIA (POWER CONSULTING)

Date:

22/11/2018

Signature:

*Manisha Shukla*

Name:

Manisha Shukla

Title:

Customer support &  
training manager  
(ABB PowerTEC)

**BVM Engineering College**

Date:

22-11-2018

Signature

*Dr. J. G. Patel*

Name:

Dr. J. G. Patel

Title:

Secretary.

*Chairman*

Board of Governors

Birla Vishvakarma Mahavidyalaya  
An Autonomous Engineering College

Date:

22/11/2018

Signature:

*Dr. Indrajit Patel*

Name:

Dr Indrajit Patel

Title:

Principal BVM

## **Exhibit 1 to the MOU for ABB Power consulting collaboration with academia**

### **Statement of Work for ABB Power consulting collaboration with academia**

This Statement of Work / service ("SOW") is governed by and subject to the MOU made between ABB India Limited, Maneja, Vadodara 390013 and Birla Vishwakarma Mahavidyalaya, Vidyanagar – 388120; effective as of 1<sup>st</sup> November 2018.

#### **1. Executive Summary and Purpose of this SOW**

Recognizing the importance of research and development in the areas engineering, technology & technology management, as well as imparting industrial training to the engineering/ technology/ science students, etc.

Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to engineering, technology & technology management

Desiring to club their efforts by pooling their expertise and resources,

Intend to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on engineering, technology & technology management and related fields etc.

#### **2. Scope of Services and Service description including activities**

Both BVM and ABB shall encourage interactions between the engineers, scientists, research fellows, faculty members and students of both the organizations through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institutes, for limited periods as mutually agreed upon;
- Organization of joint seminars;
- Practical training, technical visit & workshop module for BVM students at ABB; for training purpose, the student should have completed / should be studying relevant subject during his / her studies to get maximum benefit of training;
- Joint guidance of student projects in Power and automation, and other related areas of national interest at BVM by ABB on mutually agreeable terms. The students will carry out part of their Project at BVM and ABB depending on the nature of the work as per rules of the respective institute depending on facilities and requirements. An engineer at ABB may be appointed as a Co-guide for a student registered for Project at BVM. The student may be encouraged to take up the project such that ABB desirably benefits from its outcomes;
- ABB would accommodate Undergraduate students who have completed the 4th semester of their programme in such a number that ABB deems convenient to it for imparting industrial training.

This will help in fulfilling the six weeks' mandatory requirement for the students as per academic regulations of BVM (Autonomous), for this purpose, ABB will offer training modules of 1-week, 2-week, and 3-weeks for students at a special rate depending upon the strength of the students in a training batch;

- ABB may depute its personnel as visiting faculty at BVM to teach topics in the subject of Power and automation as mutually agreed upon;
- ABB may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc. on payment basis. ABB will provide expression of interest (EOI) for getting a solution for a problem. BVM will provide quotation based on the scope of work on case-by-case basis. If found suitable, a work order may be given by ABB.
- ABB would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc. at ABB PowerTEC.
- Both BVM and ABB will be free to independently carry out follow-up research on the project work conducted under this scheme only after prior written consent from each other.
- Researcher from both the Institute and ABB will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication. If ABB has given a project for which they have signed a non-disclosure agreement (NDA) with respective industry, then in that case publication will not be done by student or his guide at BVM and corresponding NDA shall be complied in toto by concern student / his guide / BVM as an organization.
- In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **3. Governance**

The collaborative programme between BVM and ABB shall be coordinated by a coordination committee appointed by Head of both the Institutes and ABB.

Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from respective authorities of both the BVMs.

### **4. Dependencies, Assumptions and Risks**

BVM and ABB shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes for specific project tasks.

ABB shall provide necessary software at and within ABB campus to M.tech / Ph.D. interns who wish to carry out industrial project at ABB.

### **6. Addresses for Notices, Escalation Procedure**

BVM contact:

Indrajit N Patel

Principal

BVM Engineering College

Vallabh Vidyanagar - 388120

email: principal@bvmengineering.ac.in

tel.: +91 2692 - 230104

ABB contact:

Nihar Raj

Vice President, Business head – Power Consulting  
Hub Asia

ABB India Limited

Maneja, Vadodara - 390013

email: nihar.raj@in.abb.com

tel.: +91 9724334162

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**



**Adrixus Ltd., Vadodara,  
Gujarat**

## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, Adrixus Ltd. is engaged in new ideas for execution and concentrate on the new learning. To ensure excellence in operations and services, we evaluate current system by collecting and presenting the data together and explore new strategies to increase business performance. Continuous efforts of research, design and development and consultancy in the field of web technologies like Web development, UX/UI Design, Mobile development, Block chain and related fields of Information Technology.

They are more of a fun and relaxed, start up culture with a vision to focus on converting the inordinate and monotonous tasks into a systematic and automated way to increase the productivity with strategic benefits.

WHEREAS, both BVM and Adrixus Ltd., now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and Adrixus Ltd. hereby agree to sign a memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between BVM and Adrixus Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology Management without any prejudice to prevailing rules and regulations in BVM and Adrixus Ltd. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and Adrixus Ltd.. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both BVM and Adrixus Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at Adrixus Ltd.;
- d) Joint guidance of student projects in web technology, information security, data mining, cyber security, networking and embedded system, database management system, image processing and other areas of Information Technology of national interest at BVM by Adrixus Ltd. on mutually agreeable terms.
- e) Adrixus Ltd. would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that Adrixus Ltd. deems convenient to it for the purpose of imparting industrial training.
- f) Adrixus Ltd. may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, Adrixus Ltd. may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) Adrixus Ltd. may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) Adrixus Ltd. may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.

- k) Adrixus Ltd. may avail library facilities at BVM.
- l) A Research Scientist/Engineer at Adrixus, Ltd. may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that Adrixus Ltd. desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate study Project at BVM and Adrixus Ltd. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and Adrixus Ltd. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### ARTICLE-III: SHARING OF FACILITIES

- a) BVM and Adrixus Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and Adrixus Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and Adrixus Ltd. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between BVM and Adrixus Ltd. shall be coordinated by a coordination committee appointed by Head of both the Institutes.



- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Adrixus Ltd. and BVM.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both BVM and Adrixus Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and Adrixus Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and Adrixus Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically,

irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and Adrixus Ltd. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:


Industry Name:  Adrixus Ltd.


Industry Owner Name: Mr. Sohil Shah

Industry Address: Tower 2- 402 , Monalisa near more mega store , Manjalpur,  
Vadodara. 390011

Industry Email Id: [enquiry@adrixus.com](mailto:enquiry@adrixus.com)

Industry Contact No: +91-9725736661

  
Head Dr. Rajeev Brahamhatt  
IT Department

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Faculty representative from Department  
Name: Dr. Zankhana Shah  
Designation: Assistant Professor




Witness

  
1 Shri. Bhavesh Patel

2

Date 14/6/19

Witness

  
1 Prof. Chintan Mahant

2

Date 14/6/19

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**



**AIMTRON ELECTRONICS PVT. LTD**  
Plot No. 1/A G.I.D.C Estate, Waghodia,  
Dist. Vadodara, Gujarat-391760

## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology, Technology and Management by undertaking industrial & applied research and consultancy.

WHEREAS, AIMTRON ELECTRONICS PVT. LTD. /AIMTRON FOUNDATION (AEPL) is engaged in manufacturing of ELECTRONICS MANUFACTURING SERVICES, research, design and development, consultancy and training in the field of ELECTRONICS & COMMUNICATION related fields.

WHEREAS, both BVM and AIMTRON, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology /science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology, & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and AIMTRON hereby acknowledge, BVM and AIMTRON hereby agree to sign a memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

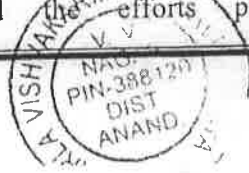
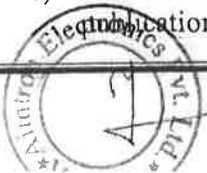
This MOU details the modalities and general conditions regarding collaboration between BVM and AIMTRON for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and AIMTRON without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and AIMTRON. The areas of cooperation can be extended through mutual consent.



## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both BVM and AIMTRON shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students will be at AIMTRON Business Place.
- d) Joint guidance of student projects in AIMTRON and other areas of national interest at BVM by AIMTRON on mutually agreeable terms.
- e) AIMTRON would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that AIMTRON deems convenient to it for the purpose of imparting industrial training.
- f) AIMTRON may depute its personnel as visiting faculty at BVM to teach any of the regular course or Specialized Topic.
- g) Further, AIMTRON may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) AIMTRON may seek assistance/guidance of BVM faculty members in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
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- k) AIMTRON may avail library facilities at BVM.
- l) A Research Scientist/Engineer at AIMTRON may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that AIMTRON desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate study Project at BVM and AIMTRON depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
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- o) Researcher from both the Institute and Aimtron Foundation will be the corresponding authors in any publication resulting from the collaborative work. All efforts put by the



student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.

- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

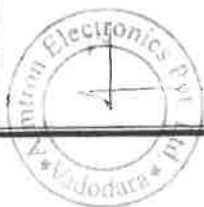
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- b) BVM and AIMTRON shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / Aimtron Foundation department/section.
- c) BVM and AIMTRON shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

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- a) The collaborative programme between BVM and AIMTRON FOUNDATION shall be coordinated by a coordination committee appointed by Head of both the Institutes.
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- d) Any clause or article of the MOU may be modified or amended by mutual discussion of AIMTRON and BVM.



#### **ARTICLE-VI: IPR**

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Both BVM and AIMTRON shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.

Further both BVM and AIMTRON shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

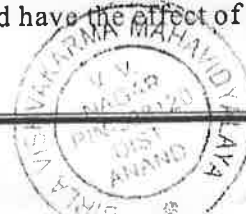
CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent MoU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.





## ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.

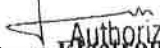
Both BVM and AIMTRON shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this MOU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

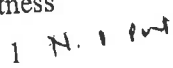
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE


For, Aimtron Electronics Pvt. Ltd.

  
Authorized Signatory  
Aimtron Electronics Pvt Ltd  
Plot No.1/A, G.I.D.C. Estate,  
Waghodia - 391760 Dist.: Vadodra

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120


Witness


1  (Merchant & Sourcing Manager)

2  (Narayan Palani)

Date: Oct.12, 2017

Witness

1  (Dr. T. D. Pawar)

2  (CDS. D. L. Vaidya)

Date 13/10/17



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Buildquick Infrastructures Pvt. Ltd.**

**5<sup>th</sup> Floor, Sankalp Tower, Sardar Gunj,  
Anand-388001**

## **PREAMBLE**

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WHEREAS, **Buildquick Infrastructures Pvt. Ltd.** is engaged with Civil works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. Hereby acknowledge, BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between

BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. The areas of cooperation can be extended through mutual consent.

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Both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

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- e) BUILDQUICK INFRASTRUCTURES PVT. LTD. would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that BUILDQUICK INFRASTRUCTURES PVT. LTD. deems convenient to it for the purpose of imparting industrial training.
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d) Any clause or article of the MOU may be modified or amended by mutual agreement of BUILDQUICK INFRASTRUCTURES PVT. LTD. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and BUILDQUICK INFRASTRUCTURES PVT. LTD. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.


No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.




Director/Head  
For BIPL, Anand




Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Witness

1



Babu Chacko  
BIPL - Anand  


Witness

1



Prof. Indigit Patel





2

Date - 13/05/2014

2

Date - 13/05/2014

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**INDUSTRY**  
(collabera)

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of research, design and development and consultancy in the field of web technology, Information Security, Data mining, Cyber security, Networking and embedded system, database management system, image processing, Cloud Computing and related fields of Information Technology.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between

BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and INDUSTRY shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in web technology, information security, data mining, cyber security, networking and embedded system, database management system, image processing and other areas of Information Technology national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) INDUSTRY may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) INDUSTRY may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) INDUSTRY may avail library facilities at BVM.

- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and INDUSTRY shall be coordinated by a coordination committee appointed by Head of both the Institutes.

- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

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Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

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- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
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#### **ARTICLE-VIII: AMENDMENTS**

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#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:

Industry Name: Collabera TACT, Collabera Technologies

Industry Owner Name:

Industry Address : 204, Radhaswamy Samipya, Mota Bazar, V.V. Nagar

Industry Email Id shreyansh.bhanar @collabera.com

Industry Contact No: 8866811408

*Shreyansh Bhanar*  
Senior Developer & Trainer  
Collabera Technologies.

*[Signature]*  
Head HEAD  
IT Department Technology Department  
BVM Engineering College  
V. V. Nagar

Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Faculty representative from Department  
Name: Samip A. Patel

Designation:

*Samip*  
Asst. Prof.

*[Signature]*



Witness

1

2

Date

Witness

1

2

Date



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**

**(A C V M Institution)**

**AND**

**INDUSTRY**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of TO BE INTRODUCED HERE, research, design and development and consultancy in the field of TO BE INTRODUCED HERE and related fields.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology

Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

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- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in TO BE INTRODUCED HERE and other areas of national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
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- h) INDUSTRY may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
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- k) INDUSTRY may avail library facilities at BVM.
- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a)BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b)BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c)BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a)The collaborative programme betweenBVMand INDUSTRY shall be coordinated by a coordination committee appointed by Head of both theInstitutes.
- b)Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

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confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

S. Bhaisan

Director/Head

[Signature]  
Principal & Member Secretary  
B.V.M. Board of Governors

V. V Nagar 388120

Witness

1

2

Date

Witness

1

2

Date

M. I. Hasan

K. J. Sharmu

30/3/17

Faculty Representative  
[Signature] [Signature]

Collabera Technologies PVT. LTD.





# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Comfy Furniture Centre**

**Nr. Bhaikaka Statue,  
VV Nagar, Anand-388120**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Comfy Furniture Centre** is engaged with Interior Design, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and COMFY FURNITURE CENTRE, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and COMFY FURNITURE CENTRE Hereby acknowledge, BVM and COMFY FURNITURE CENTRE hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and COMFY FURNITURE CENTRE for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology

&Technology Managementwithout any prejudice to prevailing rules and regulations in BVM and COMFY FURNITURE CENTRE Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and COMFY FURNITURE CENTRE The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and COMFY FURNITURE CENTRE shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module forBVM students at COMFY FURNITURE CENTRE;
- d) Joint guidance of student projects in CIVIL WORKSand other areas of national interest at BVM by COMFY FURNITURE CENTRE on mutually agreeable terms.
- e) COMFY FURNITURE CENTRE would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number thatCOMFY FURNITURE CENTRE deems convenient to it for the purpose of imparting industrial training.
- f) COMFY FURNITURE CENTRE may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, COMFY FURNITURE CENTREmay request to design andteach a Course or Courses which it deems fit to enhance quality and performanceof its employees. Such Courses maybe run at any mutually convenient premises.
- h) COMFY FURNITURE CENTRE may seek assistance/guidance of BVM faculty member/s inproduct/process modification, modernization, trouble shooting, etc.
- i) COMFY FURNITURE CENTREWould allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) COMFY FURNITURE CENTREmay showcase its business activities at theSeminar/workshop/conference, etc. at BVM.
- k) COMFY FURNITURE CENTREmay avail library facilities at BVM.
- l) A Research Scientist/Engineer at COMFY FURNITURE CENTREmay be

appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that COMFY FURNITURE CENTRE desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate study Project at BVM and COMFY FURNITURE CENTRE depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and COMFY FURNITURE CENTRE will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTD will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and COMFY FURNITURE CENTRE shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
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- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of COMFY FURNITURE CENTRE and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and COMFY FURNITURE CENTRE will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and COMFY FURNITURE CENTRE shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and COMFY FURNITURE CENTRE shall put in place

adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and COMFY FURNITURE CENTRE shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
Director/Head  
For Comfy Furniture Centre,  
VV Nagar-388120  
**COMFY FURNITURE CENTRE**  
**BHAIKAKA STATUE**  
**VALLABH VIDYANAGAR-388 120.**  
Witness

1 Prof. Indrajit- Patel

2

Date -02/5/2014.

  
Principal & Member Secretary  
B.V.M. Board of Governors  
VV Nagar 388120

Witness



2

Date - 02/05/2014



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Design Cell Infra Support Pvt. Ltd.**

**8/ Old shop Blocks, Mota Bazar  
VV Nagar, Anand-388120**



## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Design Cell** is engaged with Chemical manufacturing for Construction works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and DESIGN CELL, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and DESIGN CELL hereby acknowledge, BVM and DESIGN CELL hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and DESIGN CELL for enhancing, within the country, the availability of highly

qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and DESIGN CELL. Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and DESIGN CELL. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and DESIGN CELL shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at DESIGN CELL;
- d) Joint guidance of student projects in CIVIL WORKS and other areas of national interest at BVM by DESIGN CELL on mutually agreeable terms.
- e) DESIGN CELL would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that DESIGN CELL deems convenient to it for the purpose of imparting industrial training.
- f) DESIGN CELL may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, DESIGN CELL may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) DESIGN CELL may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) DESIGN CELL would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) DESIGN CELL may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) DESIGN CELL may avail library facilities at BVM.
- l) A Research Scientist/Engineer at DESIGN CELL may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student

maybe encouraged to take up the project such that DESIGN CELL desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate study Project at BVM and DESIGN CELL depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and DESIGN CELL will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTD will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and DESIGN CELL shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and DESIGN CELL shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) BVM and DESIGN CELL shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and DESIGN CELL shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-

to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of DESIGN CELL and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and DESIGN CELL will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and DESIGN CELL shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and DESIGN CELL shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and DESIGN CELL shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party

without the prior consent in writing of that other party.


No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
Director/Head  
For Design Cell,  
V. V Nagar 388120



  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Witness

1 Prof. Indrasit Patel

2

Date - 14/03/2014

Witness

1 

2

Date - 14/03/2014.



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**EINFOCHIPS LTD.**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, EINFOCHIPS LTD. is engaged in manufacturing of TO BE INTRODUCED HERE, research, design and development and consultancy in the field of TO BE INTRODUCED HERE and related fields.

WHEREAS, both BVM and EINFOCHIPS LTD., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and EINFOCHIPS LTD. hereby acknowledge, BVM and EINFOCHIPS LTD. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and EINFOCHIPS LTD. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology



Management without any prejudice to prevailing rules and regulations in BVM and EINFOCHIPS LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and EINFOCHIPS LTD.. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and EINFOCHIPS LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at EINFOCHIPS LTD.;
- d) Joint guidance of student projects in TO BE INTRODUCED HERE and other areas of national interest at BVM by EINFOCHIPS LTD. on mutually agreeable terms.
- e) EINFOCHIPS LTD. would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that EINFOCHIPS LTD. deems convenient to it for the purpose of imparting industrial training.
- f) EINFOCHIPS LTD. may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, EINFOCHIPS LTD. may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) EINFOCHIPS LTD. may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) EINFOCHIPS LTD. may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) EINFOCHIPS LTD. may avail library facilities at BVM.
- l) A Research Scientist/Engineer at EINFOCHIPS LTD. may be appointed a Co-

research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that EINFOCHIPS LTD. desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate studyProject at BVM and EINFOCHIPS LTD. depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and EINFOCHIPS LTD. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and EInfochips Ltd. will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a)BVM and EINFOCHIPS LTD. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b)BVM and EINFOCHIPS LTD. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / eInfochips Ltd. department/section.
- c)BVM and EINFOCHIPS LTD. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and EINFOCHIPS LTD. shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the eInfochips Ltd. who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual discussion of EINFOCHIPS LTD. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and EINFOCHIPS LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and EINFOCHIPS LTD. shall bind their respective personnel who come

into

possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.

Further both BVM and EINFOCHIPS LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent MoU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

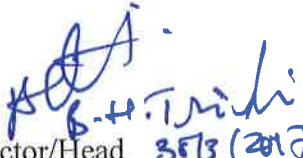
The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.

Both BVM and EINFOCHIPS LTD. shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.


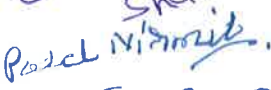
After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



  
Director/Head 3513/2017

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Witness

1.  Sharad Sutar  
2.  Nirmit Patel  
Date [NIRMIT PATEL]

Witness

1.  D. H. B. B. B.  
2.  D. H. B. B. B.  
Date



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. ENGINEERING COLLEGE, V. V NAGAR 388120  
(A C V M INSTITUTION)**

**AND**



**Entuple Technologies Pvt. Ltd.  
Bangalore**

## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, Entuple is a next generation solutions enabler in engineering simulation domain. Simulation through Computer Aided Engineering has been at the forefront of the research and development and has been instrumental in new product development.

Entuple offers solutions in CAE domain and offers design and analysis services in Mechanical, Electromagnetics & Fluids domain. We have experts whose experience surely will be of immense value to our customers.

Entuple provides solutions of Ansys, Cadence, Orcad, Anritsu, DFR Solutions, MITS & Wavect

WHEREAS, both BVM and Entuple, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and Entuple hereby acknowledge, BVM and Entuple hereby agree to sign a memorandum of





understanding (MOU).

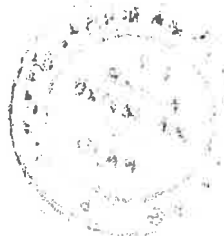
### **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and Entuple for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and Entuple without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and Entuple. The areas of cooperation can be extended through mutual consent.

### **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and Entuple shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at Entuple;
- d) Joint guidance of student projects in RF, VLSI, ESDM, and other areas of national interest at BVM by Entuple on mutually agreeable terms.
- e) Entuple would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that Entuple deems convenient to it for the purpose of imparting industrial training. The Student will have to qualify the criteria set by Entuple for this purpose.
- f) Entuple may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, Entuple may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) Entuple may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.



- j) Entuple may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) Entuple may avail library facilities at BVM.
- l) A Research Scientist/Engineer at Entuple may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that Entuple desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and Entuple depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and Entuple will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### ARTICLE-III: SHARING OF FACILITIES

- a)BVM and Entuple shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b)BVM and Entuple shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c)BVM and Entuple shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.



#### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

a) The collaborative programme between BVM and Entuple shall be coordinated by a coordination committee appointed by Head of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of 2 years from the effective date.

c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.

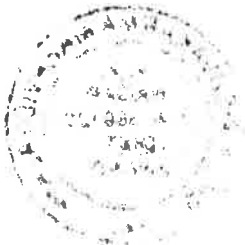
d) Any clause or article of the MOU may be modified or amended by mutual discussion of Entuple and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and Entuple will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.



Both BVM and Entuple shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.

Further both BVM and Entuple shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent MoU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.



Both BVM and Entuple shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.


After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

In case of any dispute or arbitration it is subjected to Anand Juridication.



**Director**  
Entuple Technologies Pvt.Ltd.  
Bangalore



Er.Bhikhubhai Patel  
Chairman BOG,BVM  
V V Nagar-Anand  
**Chairman**

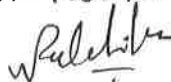
**Board of Gevernors**  
**Birla Vishvakarma Mahavidyalaya**  
**An Autonomous Engineering College**

Witness

1 T. Anand (LAKSHMANA KUMAR)

2 Umesh Patel Wikee

Date: 03-10-2019



Witness

1 T.D. Pawar (BVM)

2 M. Ramesh (M. RAMESH)

Date: 03-10-2019



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**HIMAK Pvt. Ltd., Vadodara**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, HIMAK PVT. LTD. is engaged in research, design and development and consultancy in the field of Electrical Engineering and related fields.

WHEREAS, both BVM and HIMAK PVT. LTD., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and HIMAK PVT. LTD. hereby acknowledge, BVM and HIMAK PVT. LTD. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and HIMAK PVT. LTD. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and

HIMAK PVT. LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and HIMAK PVT. LTD.. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and HIMAK PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

Both BVM and HIMAK PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at HIMAK PVT. LTD.;
- d) Joint guidance of student projects in Industrial Automation and Control and other areas of national interest at BVM by HIMAK PVT. LTD. on mutually agreeable terms. The students will carry out part of their Project at BVM and HIMAK PVT. LTD. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements. An Engineer at HIMAK PVT. LTD. may be appointed as a Co- guide for a student registered for Project at BVM. The student maybe encouraged to take up the project such that HIMAK PVT. LTD. desirably benefits from its outcomes.
- e) HIMAK PVT. LTD. would accommodate Undergraduate students who have completed the 4<sup>th</sup> semester of their programme in such a number that HIMAK PVT. LTD. deems convenient to it for imparting industrial training. This will help in fulfilling the six weeks' mandatory requirement for the students as per academic regulations of B.V.M. (Autonomous). Himak Pvt. Ltd. Will offer training modules of 1-week, 2-week, and 3-weeks for students at concessional rates depending upon the strength of the students in a training batch.
- f) HIMAK PVT. LTD. may depute its personnel as visiting faculty at BVM to teach topics in the subject of Industrial Automation and Control (EE 315),
- g) HIMAK PVT. LTD. may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc. on payment basis. Himak Pvt. Ltd. Will provide expression of interest (EOI) for getting a



solution for a problem. BVM will provide quotation based on the scope of work on case-by-case basis. If found suitable, a work order may be given by Himak Pvt. Ltd.

- h) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc. on
- i) HIMAK PVT. LTD. may showcase its business activities at the Seminar/workshop/conference, etc. at BVM at the sponsoring rates decided for the event.
- j) Both BVM and HIMAK PVT. LTD. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- k) Researcher from both the Institute and Himak Pvt. Ltd. will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication. If Himak Pvt. Ltd. has given a project for which they have signed a non-disclosure agreement (NDA) with respective industry, then in that case publication will not be done by student or his guide at BVM.
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and HIMAK PVT. LTD. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and HIMAK PVT. LTD. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / HIMAK PVT. LTD. department/section.
- c) BVM and HIMAK PVT. LTD. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and HIMAK PVT. LTD. shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 1 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the HIMAK PVT. LTD. who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of HIMAK PVT. LTD. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and HIMAK PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and HIMAK PVT. LTD. shall bind their respective personnel who come into

possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and HIMAK PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

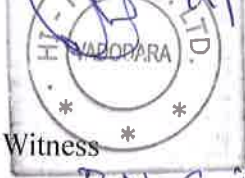
Both BVM and HIMAK PVT. LTD. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement, has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS, WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director/Head



Witness

1 P.N. Gajjar  9/10/17

2

Date


Principal & Member Secretary (Board of Governors)

B.V.M.

V. V Nagar 388120



Witness

1  (B.R. Parekh)

2

 (Dr. R.P. Mehta).

Date

9/10/2017.

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**INDUSTRY**

*Innoventix Solutions*

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of research, design and development and consultancy in the field of web technology, Information Security, Data mining, Cyber security, Networking and embedded system, database management system, image processing, Cloud Computing and related fields of Information Technology.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between

BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and INDUSTRY shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in web technology, information security, data mining, cyber security, networking and embedded system, database management system, image processing and other areas of Information Technology national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) INDUSTRY may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) INDUSTRY may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) INDUSTRY may avail library facilities at BVM.

- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and INDUSTRY shall be coordinated by a coordination committee appointed by Head of both the Institutes.



- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
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- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and INDUSTRY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:


Industry Name: ~~IT~~ I.T

Industry Owner Name: Amar Dave

Industry Address: B002 Parth Duplex, Ambawadi, Ahmedabad - 380006

Industry Email Id : info@innoventixsolutions.com.

Industry Contact No: 9586511306.

  
(Partner)

  
Head  
IT Department  
BVM Engineering College  
V. V. Nagar

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Faculty representative from Department

Name: Rajeev N. Brahmabhatt

Designation: Assistant professor  
I.T Department.



Witness

1

2

Date

Witness

1

2

Date

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Jagaji Construction Co.**

**502 C, Sayajigunj, Manubhai Tower,  
Vadodara-390005**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Jagaji Construction Co.** is engaged with Civil works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and JAGAJI CONSTRUCTION CO., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and JAGAJI CONSTRUCTION CO. Hereby acknowledge, BVM and JAGAJI CONSTRUCTION CO. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and JAGAJI CONSTRUCTION CO. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology

&Technology Managementwithout any prejudice to prevailing rules and regulations in BVM and JAGAJI CONSTRUCTION CO. Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and JAGAJI CONSTRUCTION CO. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and JAGAJI CONSTRUCTION CO. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module forBVM students at JAGAJI CONSTRUCTION CO. ;
- d) Joint guidance of student projects in CIVIL WORKS and other areas of national interest at BVM by JAGAJI CONSTRUCTION CO. on mutually agreeable terms.
- e) JAGAJI CONSTRUCTION CO. would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number thatJAGAJI CONSTRUCTION CO. deems convenient to it for the purpose of imparting industrial training.
- f) JAGAJI CONSTRUCTION CO. may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, JAGAJI CONSTRUCTION CO. may request to design andteach a Course or Courses which it deems fit to enhance quality and performanceof its employees. Such Courses maybe run at any mutually convenient premises.
- h) JAGAJI CONSTRUCTION CO. may seek assistance/guidance of BVM faculty member/s inproduct/process modification, modernization, trouble shooting, etc.
- i) JAGAJI CONSTRUCTION CO. Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) JAGAJI CONSTRUCTION CO. may showcase its business activities at theSeminar/workshop/conference, etc. at BVM.
- k) JAGAJI CONSTRUCTION CO. may avail library facilities at BVM.
- l) A Research Scientist/Engineer at JAGAJI CONSTRUCTION CO. may be

appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that JAGAJI CONSTRUCTION CO. desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate study Project at BVM and JAGAJI CONSTRUCTION CO. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and JAGAJI CONSTRUCTION CO. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTD will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and JAGAJI CONSTRUCTION CO. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and JAGAJI CONSTRUCTION CO. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) BVM and JAGAJI CONSTRUCTION CO. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and JAGAJI CONSTRUCTION CO. shall be coordinated by a coordination committee appointed by Head of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of JAGAJI CONSTRUCTION CO. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and JAGAJI CONSTRUCTION CO. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and JAGAJI CONSTRUCTION CO. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and JAGAJI CONSTRUCTION CO. shall put in place adequate



and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and JAGAJI CONSTRUCTION CO. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.


No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



Director/Head  
For Jagaji Construction Co.,  
Vadodara

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



Witness

1 Prof. Indrasit Patel

2

Date - 22/05/2014

Witness

1 

2

Date - 22/05/2014.

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Jay Maharaj Construction**

**Nr. Jakat Naka, Karamsad Road,  
VV Nagar, Anand-388120**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Jay Maharaj Construction** is engaged with Civil works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and JAY MAHARAJ CONSTRUCTION, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and JAY MAHARAJ CONSTRUCTION Hereby acknowledge, BVM and JAY MAHARAJ CONSTRUCTION hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and JAY MAHARAJ CONSTRUCTION for enhancing, within the country, the

availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and JAY MAHARAJ CONSTRUCTION Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and JAY MAHARAJ CONSTRUCTION The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and JAY MAHARAJ CONSTRUCTION shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at JAY MAHARAJ CONSTRUCTION ;
- d) Joint guidance of student projects in CIVIL WORKS and other areas of national interest at BVM by JAY MAHARAJ CONSTRUCTION on mutually agreeable terms.
- e) JAY MAHARAJ CONSTRUCTION would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that JAY MAHARAJ CONSTRUCTION deems convenient to it for the purpose of imparting industrial training.
- f) JAY MAHARAJ CONSTRUCTION may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, JAY MAHARAJ CONSTRUCTION may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) JAY MAHARAJ CONSTRUCTION may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) JAY MAHARAJ CONSTRUCTION Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) JAY MAHARAJ CONSTRUCTION may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) JAY MAHARAJ CONSTRUCTION may avail library facilities at BVM.

- l) A Research Scientist/Engineer at JAY MAHARAJ CONSTRUCTION may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that JAY MAHARAJ CONSTRUCTION desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and JAY MAHARAJ CONSTRUCTION depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and JAY MAHARAJ CONSTRUCTION will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTDwill be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a)BVM and JAY MAHARAJ CONSTRUCTION shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b)BVM and JAY MAHARAJ CONSTRUCTION shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c)BVM and JAY MAHARAJ CONSTRUCTION shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a)The collaborative programme betweenBVMand JAY MAHARAJ CONSTRUCTION shall becoordinatedby a coordination committee appointed by

Head of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
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- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of JAY MAHARAJ CONSTRUCTION and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and JAY MAHARAJ CONSTRUCTION will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and JAY MAHARAJ CONSTRUCTION shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and JAY MAHARAJ CONSTRUCTION shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the



construction of this Agreement.

Both BVM and JAY MAHARAJ CONSTRUCTION shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Jay Maharaj Construction

N. V. Desai  
Proprietor

Director/Head  
For Jay Maharaj Construction,  
Anand



Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



Witness

1 Prof Indrajit Patel

2

Date - 15/04/2014

Witness

1 

2

Date - 15/04/2014

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Khodiyar CADD Centre**

**Nr. Sahyog Resturant, Mota Bazar,  
VV Nagar-388120**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Khodiyar CADD Centre** is engaged with Civil works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and KHODIYAR CADD CENTRE, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and KHODIYAR CADD CENTRE Hereby acknowledge, BVM and KHODIYAR CADD CENTRE hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and KHODIYAR CADD CENTRE for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology

&Technology Managementwithout any prejudice to prevailing rules and regulations in BVM and KHODIYAR CADD CENTRE Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and KHODIYAR CADD CENTRE The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and KHODIYAR CADD CENTRE shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module forBVM students at KHODIYAR CADD CENTRE ;
- d) Joint guidance of student projects in CIVIL WORKS and other areas of national interest at BVM by KHODIYAR CADD CENTRE on mutually agreeable terms.
- e) KHODIYAR CADD CENTRE would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number thatKHODIYAR CADD CENTRE deems convenient to it for the purpose of imparting industrial training.
- f) KHODIYAR CADD CENTRE may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, KHODIYAR CADD CENTRE may request to design andteach a Course or Courses which it deems fit to enhance quality and performanceof its employees. Such Courses maybe run at any mutually convenient premises.
- h) KHODIYAR CADD CENTRE may seek assistance/guidance of BVM faculty member/s inproduct/process modification, modernization, trouble shooting, etc.
- i) KHODIYAR CADD CENTRE Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) KHODIYAR CADD CENTRE may showcase its business activities at theSeminar/workshop/conference, etc. at BVM.
- k) KHODIYAR CADD CENTRE may avail library facilities at BVM.
- l) A Research Scientist/Engineer at KHODIYAR CADD CENTRE may be appointed a Co-research guide as per the rules of the respective institute for a

student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that KHODIYAR CADD CENTRE desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate study Project at BVM and KHODIYAR CADD CENTRE depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and KHODIYAR CADD CENTRE will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTD will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and KHODIYAR CADD CENTRE shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and KHODIYAR CADD CENTRE shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) BVM and KHODIYAR CADD CENTRE shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and KHODIYAR CADD CENTRE shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-

to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of KHODIYAR CADD CENTRE and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and KHODIYAR CADD CENTRE will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and KHODIYAR CADD CENTRE shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and KHODIYAR CADD CENTRE shall put in place adequate and reasonable measures to keep and store confidential information secure so as to

prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and KHODIYAR CADD CENTRE shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
Director/Head  
For Khodiyar CADD Centre,  
V. V Nagar 388120

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

Witness  
1 

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Date - 26/03/2014

Witness  
1 

2

Date - 26/03/2014.





# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**Manisha Shukla, Vadodara**  
**(AUM learning zone)**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, MANISHA SHUKLA is engaged in training & development and consultancy in the field of Electrical Engineering, business processes and life skills.

WHEREAS, both BVM and MANISHA SHUKLA, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and MANISHA SHUKLA hereby acknowledge, BVM and MANISHA SHUKLA hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and MANISHA SHUKLA for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology

Management without any prejudice to prevailing rules and regulations in BVM and MANISHA SHUKLA without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and MANISHA SHUKLA. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and MANISHA SHUKLA shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint seminars;
- e) Joint guidance of student projects in switchgear, power system protection, IEC61850 communication and other areas of national interest at BVM by MANISHA SHUKLA on mutually agreeable terms. The students will carry out part of their Project at BVM and MANISHA SHUKLA depending on the nature of the work as per rules of the respective institute depending on facilities and requirements. MANISHA SHUKLA may be appointed as a Co- guide for a student registered for Project at BVM. The student maybe encouraged to take up the project such that MANISHA SHUKLA desirably benefits from its outcomes.-
- d) MANISHA SHUKLA would accommodate Undergraduate students who have completed the 4<sup>th</sup> semester of their programme in such a number that MANISHA SHUKLA deems convenient to it for imparting industrial training. This will help in fulfilling the six weeks' mandatory requirement for the students as per academic regulations of B.V.M. (Autonomous). MANISHA SHUKLA Will offer training modules of 1-week, 2-week, and 3-weeks for students at concessional rates depending upon the strength of the students in a training batch.
- e) MANISHA SHUKLA may depute its personnel as visiting faculty at BVM to teach topics in the subject of Switchgear and Power system protection (EE....)
- f) MANISHA SHUKLA may showcase its business activities at the Seminar/workshop/conference, etc. at BVM at the sponsoring rates decided for the event.
- g) Both BVM and MANISHA SHUKLA will be free to independently carry out follow-up research on the project work conducted under this scheme.
- h) Researcher from both the Institute and MANISHA SHUKLA will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication. If MANISHA

SHUKLA has given a project for which they have signed a non-disclosure agreement (NDA) with respective industry, then in that case publication will not be done by student or his guide at BVM.

- i) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and MANISHA SHUKLA shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and MANISHA SHUKLA shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / MANISHA SHUKLA department/section.
- c) BVM and MANISHA SHUKLA shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and MANISHA SHUKLA shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 1 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the MANISHA SHUKLA who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of MANISHA SHUKLA and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and MANISHA SHUKLA will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and MANISHA SHUKLA shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and MANISHA SHUKLA shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or

specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and MANISHA SHUKLA shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

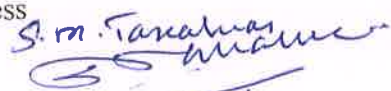
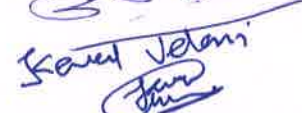
After this Agreement, has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


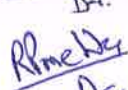
IN WITNESS, WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
Director/Head

 20/1/2018  
Principal & Member Secretary (Board of Governors)  
B.V.M.  
V. V Nagar 388120



Witness  
1   
2   
Date 20/1/2018

Witness  
1   
2   
Dr. R. R. Mehta, Ex-Dept., BVM.  
Date 20/1/2018

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

AND

**OHM ENCON PVT. LTD., Vadodara**



## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, OHM ENCON PVT. LTD. is engaged in research, design and development and consultancy in the field of Electrical Engineering and related fields.

WHEREAS, both BVM and OHM ENCON PVT. LTD., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and OHM ENCON PVT. LTD. hereby acknowledge, BVM and OHM ENCON PVT. LTD. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and OHM ENCON PVT. LTD. for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and

OHM ENCON PVT. LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and OHM ENCON PVT. LTD. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and OHM ENCON PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

Both BVM and OHM ENCON PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint seminars and training programs;
- c) Practical training, Technical Visit & Workshop Module for BVM students at OHM ENCON PVT. LTD.;
- d) Joint guidance of student projects in Electrical Engineering and allied areas interest at BVM by OHM ENCON PVT. LTD. on mutually agreeable terms. The students will carry out part of their Project at BVM and OHM ENCON PVT. LTD. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements. An Engineer at OHM ENCON PVT. LTD. may be appointed as a Co- guide for a student registered for Project at BVM. The student maybe encouraged to take up the project such that OHM ENCON PVT. LTD. desirably benefits from its outcomes. For B.Tech. projects, the number of students in a batch shall be preferably 2 and maximum 3. Every year, 2 batches of final year student projects and 2 students of M.Tech. will be given problem by OHM ENCON PVT. LTD.
- e) OHM ENCON PVT. LTD. may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, power system protection laboratory design and development, energy audit etc. on payment basis. OHM ENCON PVT. LTD. will provide expression of interest (EOI) for getting a solution for a problem. BVM will provide quotation based on the scope of work on case-by-case basis. If found suitable, a work order may be given by OHM ENCON PVT. LTD.
- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc. on

- g) OHM ENCON PVT. LTD. may showcase its business activities at the Seminar/workshop/conference, etc. at BVM at the sponsoring rates decided for the event.
- h) Both BVM and OHM ENCON PVT. LTD. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- i) Researcher from both the Institute and OHM ENCON PVT. LTD. will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication. If OHM ENCON PVT. LTD. has given a project for which they have signed a non-disclosure agreement (NDA) with respective industry, then in that case publication will not be done by student or his guide at BVM.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and OHM ENCON PVT. LTD. shall make provisions to share their respective important R&D facilities to promote academic and research interaction in the areas of cooperation.
- b) BVM and OHM ENCON PVT. LTD. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / OHM ENCON PVT. LTD. department/section.
- c) BVM and OHM ENCON PVT. LTD. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and OHM ENCON PVT. LTD. shall

be coordinated by a coordination committee appointed by Head of both the Institutes.

- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the OHM ENCON PVT. LTD. who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of OHM ENCON PVT. LTD. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and OHM ENCON PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and OHM ENCON PVT. LTD. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential

information for any use other than intended under this agreement or PROJECTS.

Further both BVM and OHM ENCON PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and OHM ENCON PVT. LTD. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement, has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS, WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE



Director/Head

*P. K. Karmali*  
10/2/18

Principal & Member Secretary (Board of Governors)

B.V.M.

V. V Nagar 388120



Witness

- 1 Ajay M Patel. *Ajay* 10/2/18
- 2 Gausang Sharma - *Sharma* 10/2/18

Date 10/2/18

Witness

- 1 Dr. B R Burelu. *Burelu*
- 2 Dr. R. B. Mehta. *R. B. Mehta*

Date 10/2/18

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**Parth Electricals & Engineering Pvt. Ltd.**

(Hear After PARTH)

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, PARTH is engaged in manufacturing of Switch Gear & Related Products, EPC and Service ( ETC).

WHEREAS, both BVM and PARTH , now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering / technology / sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and PARTH hereby acknowledge, BVM and PARTH hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and PARTH for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without



any prejudice to prevailing rules and regulations in BVM and PARTH without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and PARTH. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and PARTH shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at PARTH;
- d) Joint guidance of student projects in Design, Engineering, Production,, Marketing , Testing & Commissioning of Switch Gears & related products including GIS & HT/EHT cable installation of& testing / Commissioning and other areas of national interest at BVM by PARTH on mutually agreeable terms.
- e) PARTH would accommodate Undergraduate students who have completed the 4<sup>th</sup> semester of their programme in such a number that PARTH deems convenient to it for the purpose of imparting industrial training, internships, and final year 8<sup>th</sup> semester industrial project.
- f) PARTH may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, PARTH may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) PARTH may seek assistance / guidance of BVM faculty member/s in product / process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) PARTH may showcase its business activities at the Seminar / workshop / conference, etc. at BVM.
- k) PARTH may avail library facilities at BVM.
- l) A Research Scientist / Engineer at PARTH may be appointed a Co-research guide as per the rules of the respective institute for a student Registered

for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that PARTH desirably benefits from its outcomes.

- m) The students will carry out part of their Undergraduate study Project at BVM and PARTH depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and PARTH will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and PARTH shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and PARTH shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department / section.
- c) BVM and PARTH shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

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- d) Any clause or article of the MOU may be modified or amended by mutual agreement of PARTH and BVM.

#### **ARTICLE-VI: IPR**

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Further both BVM and PARTH shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

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However confidential information shall not include any data or information which:

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- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) Is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) Is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and PARTH shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.


After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN BELOW.

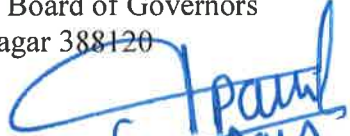
Parth Electricals & Engineering Pvt. Ltd.


  
Witness


1  
  
(R.D. Dadhich)

2  
Date   
(Alka Patel)

Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

  
Witness

1  
  
B.R. Baxekar 20-4-18

2  
  
Date 20-4-2018 (Dr. R.P. Menthe)

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A CVM Institution)

**AND**

**Patel Infrastructures Pvt. Ltd.**

**Nr. Indira Statue, 80feet Road,  
Anand-388001**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Patel Infrastructures Pvt. Ltd.** is engaged with Civil works, research, design and development and consultancy in the field of Site Visit, Training, Expert Lectures, Joint Projects, Staff- Industry Interactions and related fields.

WHEREAS, both BVM and PATEL INFRASTRUCTURES PVT. LTD., now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BVM and PATEL INFRASTRUCTURES PVT. LTD. Hereby acknowledge, BVM and PATEL INFRASTRUCTURES PVT. LTD. hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and PATEL INFRASTRUCTURES PVT. LTD. for enhancing, within the

country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and PATEL INFRASTRUCTURES PVT. LTD. Without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and PATEL INFRASTRUCTURES PVT. LTD. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and PATEL INFRASTRUCTURES PVT. LTD. shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at PATEL INFRASTRUCTURES PVT. LTD. ;
- d) Joint guidance of student projects in CIVIL WORKS and other areas of national interest at BVM by PATEL INFRASTRUCTURES PVT. LTD. on mutually agreeable terms.
- e) PATEL INFRASTRUCTURES PVT. LTD. would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that PATEL INFRASTRUCTURES PVT. LTD. deems convenient to it for the purpose of imparting industrial training.
- f) PATEL INFRASTRUCTURES PVT. LTD. may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, PATEL INFRASTRUCTURES PVT. LTD. may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) PATEL INFRASTRUCTURES PVT. LTD. may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) PATEL INFRASTRUCTURES PVT. LTD. Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) PATEL INFRASTRUCTURES PVT. LTD. may showcase its business activities at



theSeminar/workshop/conference, etc. at BVM.

- k) PATEL INFRASTRUCTURES PVT. LTD. may avail library facilities at BVM.
- l) A Research Scientist/Engineer at PATEL INFRASTRUCTURES PVT. LTD. may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that PATEL INFRASTRUCTURES PVT. LTD. desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and PATEL INFRASTRUCTURES PVT. LTD. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) Both BVM and PATEL INFRASTRUCTURES PVT. LTD. will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and PATEL INFRASTRUCTURES PVT. LTD will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and PATEL INFRASTRUCTURES PVT. LTD. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and PATEL INFRASTRUCTURES PVT. LTD. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) BVM and PATEL INFRASTRUCTURES PVT. LTD. shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

a) The collaborative programme between BVM and PATEL INFRASTRUCTURES PVT. LTD. shall be coordinated by a coordination committee appointed by Head of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of 2 years from the effective date.

c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

d) Any clause or article of the MOU may be modified or amended by mutual agreement of PATEL INFRASTRUCTURES PVT. LTD. and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and PATEL INFRASTRUCTURES PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and PATEL INFRASTRUCTURES PVT. LTD. shall bind their respective personnel who come into possession or knowledge of any confidential

information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and PATEL INFRASTRUCTURES PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

## ARTICLE-IX: MISCELLANEOUS


The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and PATEL INFRASTRUCTURES PVT. LTD. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.


No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
(ARVIND V. PATEL)  
Director/Head  
For PIPL, Anand



  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



Witness

1 Pray Indrajit Patel

2

Date 4/8/2014

Witness

1   
(HPA)

2

Date

## PURCHASE ORDER

Reference No: TEQIP-III/2019/bvme/Shopping/43/BVM/12/PO

Date of Issue: 25-Feb-2019

Subject: BVM-ICT Enabled Skill Lab

Purchaser: Birla Vishwakarma Mahavidyalaya Engineering College

Post Box No. 20, Vallabh Vidyanagar, District:  
Anand. PIN 388120 Gujarat, India.

Supplier Name: Station e Info Services Pvt. Ltd

Silver Sand II Society, Behind Imperial Heights,  
150 ft Ring Road, Opp big bazar, Rajkot,  
Gujarat, 360004

With reference to our correspondence, Birla Vishwakarma Mahavidyalaya Engineering College is pleased to award this detailed Purchase Order to Station e Info Services Pvt. Ltd for supply of items as per the details given below at a total cost of Rs. 13,27,500.00 (Rupees Thirteen Lakh Twenty Seven Thousand Five Hundred only):

Sr. No	Item Name	Quantity	Unit Cost (Rs.)	Total Cost (Rs.)	Delivery Period (Days)
1	ELECTRIFICATION	1	121000	121000	45
2	ELECTRONIC GADGETS	1	398000	398000	45
3	FLOORING – CEILING – COLOR & OTHERS	1	87000	87000	45
4	FURNITURE AND FIXTURE	1	198000	198000	45
5	TECHNICAL SUPPORT	1	321000	321000	45



Total price (without taxes)	:	Rs. 11,25,000.00
Total applicable taxes	:	18 %
Total price (with taxes)	:	Rs. 13,27,500.00
Total Octroi	:	Rs. 0
<b>Net Contract Value</b>	:	<b>Rs. 13,27,500.00</b>

Delivery	:	Birla Vishwakarma Mahavidyalaya Engineering College
Testing/Installation Clause (if any)	:	Free Installation at the time of delivery at our site
Training Clause (if any)	:	Free Technical knowhow and human resourcing Training at BVM Campus for Three days – teaching faculty and technical assistant.
Technical Specifications	:	As per Annexure - 1
Delivery Period	:	As specified for each item from date of issue of confirmed purchase order or as early as possible.
Warranty	:	12 Months free of cost repairs, replacement, and services at our site.
Payment Terms	:	Delivery and Installation - 90% of total cost Satisfactory Acceptance - 10% of total cost

**Please send Signed acceptance of PO as soon as possible.**

Birla Vishwakarma Mahavidyalaya Engineering College

Dr. Indrajit N. Patel

Principal

Birla Vishwakarma Mahavidyalaya  
Engineering college  
Vallabh Vidyanagar-388 120  
Dist. Anand., (Gujarat State)

Shimpi n e  
Dr. M E Shimpi  
Package officer

Desai  
Dr. T A Desai  
Head of the Department

Zinzuwadia  
Prof. M J Zinzuwadia  
Jt. Nodal Officer  
Procurement



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Accepted by

Signature

Date

Address

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### Annexure I

Sr. No	Item Name	Specifications
1	ELECTRIFICATION	1. 2' x 2' LED fixtures - 5 Nos. 2. Round Down Light LED - 8 Nos. 3. ISI marked Wires, Switches & Metal Boxes, etc. 4. Wall fan (12" S.S.) - 4 Nos. 5. MCB, ELCB, etc. - 1 set 6. Electrification (Master Computer Console wiring with material) 7. Civil work like closing windows, finishing of wall with material, etc. 8. Course Material for Students - Hard Copy - 48 Nos. 9. Doormat- 1 Nos.
2	ELECTRONIC GADGETS	1. Computer based console with computer, UPS & necessary wiring, following add on, etc. (1) Digital Signal Processing facility for audio/video Playback / recording. (2) Audio channels connected to DSP through optical fiber cables. (3) Provision for creating individual audio channels for 4 inputs & 24 outputs. (4) Self-contained for any audio/video application / video conferencing / e-learning / Webinar, etc. (5) Tower Cabinet, Intel Core i-5, Intel Chipset, Integrated on-board graphics, Integrated Audio 16 GB, 1 TB SATA hard disk, Internal DVD Writer 18.5", Wireless keyboard & mouse.



		2. Inverter (1 KVA Capacity)- 1 Nos. 3. ACs with Fittings (Capacity : 1.5 ton each)- 2 Nos. 4. LED TV (49" size) Full HD - 1 Nos. USB, Supplied with all necessary accessories including wall mount kit 5. DVD Player with Home Theatre 5.1 Sound System)- 1 Nos. 6. Head phone with socket & mic -25 Nos. 7. Digital Signal Processing Cards for generating audio channels through AD/DA Converter Connected using optical fiber Cables.
3	FLOORING – CEILING – COLOR & OTHERS	False ceiling work: 1. Plain gyp-board ceiling - 150 sq. ft. 2. Grid ceiling - 150 sq.ft. 3. Colour work with putty etc. (using best quality plastic paint) - 700 sq. ft. Flooring Work : Vitrified Tiles Using 'Tile on Tile' Chemical - 300 sq. ft.
4	FURNITURE AND FIXTURE	1. Wooden Door- 1 Nos. 2. Podium- 1 Nos. 3. Computer table- 1 Nos. 4. Console cabinet- 1 Nos. 5. Small Cabinet for inverter- 1 Nos. 6. Miscellaneous wall paneling using plywood and laminates 7. Specially designed student chair with headphone & microphone- 24 Nos. 8. Chair for lab technician- 1 Nos.
5	TECHNICAL SUPPORT	1. Skills Lab Installation 2. Technical knowhow and Human Resourcing Training at <del>company's head office</del> <sup>Bvm Campus</sup> for 3 days - one teaching faculty and a technical assistant 3. Licensed modules: Licensed modules for communicative English and other languages and life and soft skills 4. Licensed Software Windows 7/10, Scope, Cubase (for 25 years) 5. Anti-Virus (for 1 year)







Birla Vishwakarma Mahavidyalaya Engineering College, Post Box No. 20,  
Vallabh Vidyanagar, District: Anand. PIN 388120 Gujarat, India., Gujarat

### PURCHASE ORDER

Package Code: TEQIP-III/2019/GJ/bvme/93

Current Date: 04-Sep-2019

Package Name: BVM-Recording Room

Method: Shopping Goods



PO Reference No : TEQIP-III/2019/GJ/bvme/93/PO

Date of Issue: 04-Sep-2019

Subject : BVM-Recording Room

Purchaser : Birla Vishwakarma Mahavidyalaya Engineering College, Post Box No. 20,  
Vallabh Vidyanagar, District: Anand. PIN 388120 Gujarat, India, Gujarat

Supplier Name: United Electronics,

Plot No. 55 GIDC, Phase 1, Vithal Udyognagar,

Ahmadabad

Gujarat-388121

With reference to our correspondence, Birla Vishwakarma Mahavidyalaya Engineering College, Post Box No. 20, Vallabh Vidyanagar, District: Anand. PIN 388120 Gujarat, India, is pleased to award this detailed Purchase Order to for supply of items as per the details given below at a total cost (Contract Value) of Rs. 5,10,362.00 (In Words: Five Lakh Ten Thousands Three Hundred Sixty Two Only)

Sr. No	Item Name	Unit Cost (Rs.)	Total Cost (Rs.)	Delivery Period (Days)	Quantity	Place of Delivery	Installation Requirement (if any)
1	Professional Camcorder	187924	187924	30	1	BVM Engineering College, Vallabh Vidyanagar Gujarat-388120	Free at the time of delivery at our Site
2	Professional Cordless Collar Microphone	28686	28686	30	1	BVM Engineering College, Vallabh Vidyanagar Gujarat-388120	Free at the time of delivery at our Site
3	Video Studio Light Setup	120763	120763	30	1	BVM Engineering College, Vallabh Vidyanagar Gujarat-388120	Free at the time of delivery at our Site
4	Audio mixer	17992	17992	30	1	BVM Engineering College, Vallabh Vidyanagar Gujarat-388120	Free at the time of delivery at our Site
5	Professional	10619	10619	30	1	BVM Engineering College, Vallabh	Free at the

	Camera Tripod					Vidyanagar Gujarat-388120	time of delivery at our Site
6	Back Drop Chroma Setup	15763	15763	30	1	BVM Engineering College, Vallabh Vidyanagar, Gujarat-388120	Free at the time of delivery at our Site
7	Two Way Talkback System	16271	16271	30	1	BVM Engineering College, Vallabh Vidyanagar, Gujarat-388120	Free at the time of delivery at our Site
8	SDI & XLR Cable Set	16695	16695	30	1	BVM Engineering College, Vallabh Vidyanagar, Gujarat-388120	Free at the time of delivery at our Site
9	Installation of Complete Setup as per Attached Drawing	17797	17797	30	1	BVM Engineering College, Vallabh Vidyanagar, Gujarat-388120	Free at the time of delivery at our Site

Total price (without taxes) : Rs 4,32,510.00

Total applicable taxes : Rs 77,852.00

Total price (with taxes) : Rs 5,10,362.00

Total Octroi & Other Charges : Rs. 0

**Net Contract Value: Rs. 5,10,362.00**

Delivery

Birla Vishwakarma Mahavidyalaya Engineering College Post  
Box No. 20, Vallabh Vidyanagar, District: Anand, PIN  
388120, Gujarat, India.

Testing/Installation Clause (if any)

Free Installation at the time of delivery at our site.

Training Clause (if any)

Free Training at the time of Installation at our site

Technical Specifications

As per Annexure - 1

Delivery Period :

As specified for each item from date of issue of confirmed  
purchase order or as early possible.

Warranty (In Months)

12.Months for free of cost repairs and replacement and  
services at our site

Liquidated Damages Per Day Min %

0

Liquidated Damages Max % :

0

Performance Security :

Performance security amount Rs 0 at the rate of (0 %) of the

Total contract value to be submitted in form of Bank

guarantee of any Nationalized Bank only within 21 day from



the date of issue of PO.

Payment Terms:

Below are the payment terms-

Satisfactory Delivery & Installation Satisfactory  
Acceptance - 100% of total cost



Please send Signed acceptance of PO as soon as possible.

For  
Birla Vishvakarma Mahavidyalaya, Vallabh Vidyanagar

Dr. Indrajit Patel  
Principal  
BIRLA VISHVAKARMA MAHAVIDYALAYA

Shimpi m.	Zinzuvadia
Dr. M. E. Shimpi Package Officer	Prof. M. J. Zinzuvadia Jt. Nodal Officer Procurement

Accepted by Signature:

Date:

Address:

Annexure I

Sr. No	Item Name	Specifications
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1	Professional Camcorder	<p>Camcorder Specifications: General: Approx. 2.5 KG with lens hood, eyecup, battery. Dimensions (W x H x D): 117.60 x 199.5 x 385.0 mm. With the accessories: lens hood, large eyecup. Power Requirements: DC In: 8.4V, Battery: 7.2V. Power Consumption: Approx. 7.5W (while recording with viewfinder and AVCHD 1080/60i FX Format). Operating Temperature: 0°C to 40°C (32°F to 104°F). Storage Temperature: -20°C to +60°C (-4°F to +140°F). Battery Operating Time: Approx. 240 min. with Supplied battery while recording with LCD, AVCHD 1080/60i FX Format. Recording Format: (Video) XAVC S HD: MPEG4-AVC/H264 4:2:0 Long profile. AVCHD: MPEG-4 AVC/H264 AVCHD 2.0 format compatible DV. Recording Format: (Audio) XAVC S HD: Linear PCM 2ch, 16bit, 48kHz. AVCHD: Linear PCM 2ch, 16-bit, 48 kHz / Dolby Digital 2ch, 16-bit, 48 kHz. DV: Linear PCM 2ch, 16-bit, 48 kHz. Recording Frame Rate: XAVC S (1920 x 1080)@59.94p, 29.97p, 23.98p, 50 Mbps. AVCHD (1920 x 1080)@59.94p, PS mode (28 Mbps).</p>
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AVCHD (1920 x 1080) @59.94i/29.97p/23.98p, FX mode (24 Mbps), FH mode (17 Mbps) AVCHD (1440 x 1080)@59.94i, HQ mode (9 Mbps), LP mode (5 Mbps) AVCHD (1280 x 720)@59.94p, FX mode (24 Mbps), FH mode (17 Mbps), HQ mode (9 Mbps) DV (720 x 480) @59.94i, 25 Mbps Recording/Playback Time XAVC S HD@LPCM 2ch 50 Mbps Approx. 165 min with 64 GB memory card AVCHD@LPCM 2ch PS Mode Approx. 290 min with 64 GB memory card Approx. 145 min with 32 GB memory card AVCHD@LPCM 2ch FX Mode Approx. 340 min with 64 GB memory card Approx. 170 min with 32 GB memory card AVCHD@LPCM 2ch FH Mode Approx. 450 min with 64 GB memory card Approx. 225 min with 32 GB memory card DV Approx. 280 min with 64 GB memory card Approx. 140 min with 32 GB memory card Lens Lens Mount Fixed Zoom Ratio 20x (optical), 40x (Clear Image Zoom), servo/manual Focal Length f=4.1 - 82.0mm equivalent to f=28.8 - 576mm on 35 mm lens(16:9) equivalent to f=35.2 - 705mm on 35 mm lens(4:3) Iris F1.6 (Wide) - F3.4 (Tele) auto/manual selectable Focus AF/MF selectable 10 mm to ∞ (Wide) 600 mm to ∞ (Tele) Image Stabilizer ON/OFF selectable, shift lens Filter Diameter M72 mm Camera Section Imaging Device (Type) 3-chips 1/2.8 type "Exmor" CMOS Sensor Effective Picture Elements Approx. 2.07M Built-in Optical Filters OFF: Clear, 1: 1/4ND, 2: 1/16ND, 3: 1/64ND Minimum Illumination 60i : 1.2lux (1/30 Shutter Speed, iris/gain Auto) Shutter Speed 1/4 - 1/10,000 (1/3 - 1/10,000 when shooting with 24p) Slow & Quick Motion Function 1080p Frame rate selectable 1 2.4.8.15.30.60 fps White Balance Preset (Indoor: 3200K, Outdoor: 5600K±7 steps, Color temperature set range 2300-15000K), Onepush A, B, Auto selectable Gain -6, -3, 0, 3, 6, 9, 12, 15, 18, 21, 24, 27, 30 dB AGC Gamma Curve Selectable Input/Output Audio Input XLR-type 3-pin (female) (x2), line/mic/mic +48 V selectable Video Output BNC (x1), Composite 1.0Vp-p, 75 Ω Audio Output Stereo mini jack (x1) SDI Output BNC type (x1), SD/HD/3G(Level-B) selectable SMTPE 259M/292M/424M/425M standards USB Multi/Micro USB jack (x1) Headphone Output Stereo mini jack (x1) Speaker Output Monaural DC Input DC jack Remote Stereo mini mini jack (x1) HDMI Output Type A (x1) Shoe Multi Interface Shoe (x1) Monitoring Viewfinder 1.0 cm (0.39 type) OLED Approx. 1.44 M dots LCD 8.8 cm (3.5 type) Approx. 1.56 M dots Built-in Microphone Omni-directional stereo electret condenser microphone Media Type Memory Stick Pro Duo (TM) and SD/SDHC/SDXC compatible (x1) SD/SDHC/SDXC (x1) Built-in LED Light Luminous intensity MAX: 1.0m/Approx. 200 lx 0.5m/Approx. 800 lx MIN: 1.0m/Approx. 20 lx 0.5m/Approx. 80 lx Lighting angle Approx. 30° Color temperature Approx. 5,500K Wi-Fi/NFC Supported Format IEEE 802.11 b/g/n Frequency Band 2.4 GHz bandwidth Security WEP/WPA-PSK/WPA2-PSK NFC NFC Forum Type 3 Tag compliant Streaming MPEG-2 TS/UDP RTMP (USTREAM) FTP/FTP+IPS Supplied Accessories Battery Charger Lens cover with hood Large eyecup Shoe cap USB cable Video light diffuser Rechargeable battery pack AC Adaptor Power cord

2 Professional  
Cordless Collar  
Microphone

Cordless Microphone TECHNICAL DATA SYSTEM Modulation ~ wideband FM Frequency ranges ~ A: 548-572 MHz, GB: 606-630 MHz B: 614-638 MHz, C: 766-790 MHz D: 794-806 MHz E: 821-837 MHz 863-865 MHz K: 925-937.5 MHz Switching bandwidth ~ up to 24 MHz Frequencies ~ 8 frequency banks, each with up to 12 factory-preset channels Signal-to-noise ratio ~ ≥ 103 dBA THD ~ ≤ 0.9% Temperature range ~ operation: 0°C to +40°C storage ~ -20°C to +70°C Transmitter synchronization ~ 2.4 GHz 10W Power OQPSK (only active during synchronization) RECEIVER Receiver

principle ~ double superheterodyne Diversity principle ~ True Diversity  
 Sensitivity (at peak deviation) ~ < 3  $\mu$ V at 52 dB(A)rms S/N AF frequency  
 response ~ 50 to 16,000 Hz (-3 dB) AF output ~ 1/4" (6.3 mm) jack socket  
 (unbalanced) & +6 dBu, XLR socket (balanced), +12 dBu Audio adjustment  
 range ~ 40 dB, adjustable in 5-dB steps Power supply ~ 12 V DC nom / 300  
 mA Squelch ~ adjustable from 3 dB $\mu$ V to 28 dB $\mu$ V Line/Mic level ~ 20 dB  
 switchable Housing material ~ rugged metal housing Dimensions (W x H x  
 D) ~ approx. 200 x 42 x 127 mm Weight ~ approx. 680 g BODYPACK  
 TRANSMITTER (SK-XSW) RF output power ~ 10 mW AF frequency  
 response ~ Line: 50-16,000 Hz Mic: 50-16,000 Hz Audio Input ~ 3.5 mm  
 jack socket Max. input voltage (Mic/Line) at 3% THD ~ typ. 1.5 V rms Mic /  
 typ. 2.5 V rms Line at -30 dB gain Power supply ~ 2 AA size batteries, 1.5 V  
 Operating time ~ approx. 10 hrs Adjustment range of transmitter sensitivity ~  
 0 to -30 dB, adjustable in 10 dB steps Housing material ~ rugged ABS  
 housing Dimensions (W x H x D) ~ approx. 71 x 96 x 28 mm Weight ~  
 approx. 95 g

### 3 Video Studio Light Setup

2' X 2' Ceiling Mounted LED Lights Color Temp ~ 3000K to 3600K ~ 4pcs  
 Color Temp ~ 4000K to 5000K ~ 4pcs. Array of both type Fixtures are in  
 blended Mode to create good lighting with suspended light diffuser are per  
 size of 15' X 15' in object area. Refer attached drawing Each fixture Wattage  
 ~ 30W to 50W Fixture size ~ 595mm X 595mm to fixed inside grid ceiling  
 suspender Necessary Lighting Control top be dropped down at Point A as  
 marked in the drawing Tripod Lights ~ 2pcs. Color Temperature ~ 3600K to  
 4000K Wattage ~ 20W to 30W each Tripod Height ~ Min 4' to Max 7' Fixture  
 Size ~ 400mm X 300mm or equivalent Area Mounting Base ~ Standard  
 Tripod mounting screwed down bracket

### 4 Audio mixer

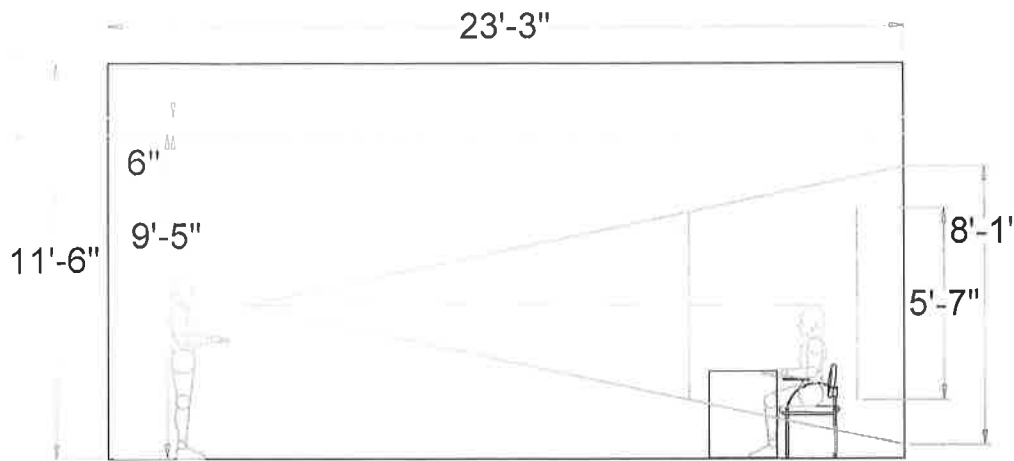
Mono Channels - 4 Nos. Microphone Input ~ XLR with balanced Frequency  
 Response ~ 10Hz to 55KHz +/-3dB Distortion(THD+N) ~ <0.03% at +0dB,  
 22Hz~22KHz A-weighted Gain Range ~ 0dB to 50dB Max Input ~ +15dB  
 LOW CUT ~ 75Hz SNR ~ <-100dB A-weighted Phantom Power ~ +48V  
 with switch control Line Input ~ 1/4" TRS with balanced Sensitivity Range ~  
 +15dB ~ -35dB COMPRESSOR ~ GAIN, 0~9dB THRESHOLD: 20dB---->  
 -15dB Stereo Input Channels - 4 Nos. Mic Input ~ XLR with balanced LOW  
 CUT ~ 75Hz Line Input ~ 1/4" TRS or TRS/RCA with un-balanced  
 Frequency Response ~ 10Hz to 55KHz +/-3dB Distortion(THD+N) ~  
 <0.03% at +0dB, 22Hz~22KHz A-weighted Sensitivity Range ~ -20dBu-  
 +20dBu SNR ~ <-100dB A-weighted Channels EQ High +/-15dB@12KHz  
 Mid +/-15dB@2.5KHz Low +/-15dB@80Hz 2-TACK IN TAPE IN RCA  
 jack Frequency Response ~ 10Hz to 55KHz, +/-3dB Distortion(THD+N) ~  
 <0.03% at +0dB, 22Hz~22KHz A-weighted Gain Range ~ OFF to 15dB

### 5 Professional Camera Tripod

Long Fluid Head Tripod Heavy Duty Professional Aluminum 72 inches / 6  
 Feet Tripod Gopro Foldable Travel Tripod with Bag Item Weight 2.041 Kg  
 Package Dimensions 100 x 20 x 20 cm Compatible Devices Compatible with  
 many DSLR cameras, video, digital cameras, and so on. Additional Features  
 Durable tripod, three-section legs. Mount cameras like digital cameras,  
 video cameras, GoPro action cameras Lightweight 7lb aluminum tripod with  
 a load capacity up to 16 lbs. Portable, compact design, with quick release  
 plate for easier camera setup. Includes nylon carrying case, which is  
 convenient, lightweight, protective Package Contents: 1 x 61/155cm  
 Aluminum Alloy Tripod 1 x Carrying Bag, 1 x Set of extra leg buffers, 1 x Set  
 of keys and mall tools.

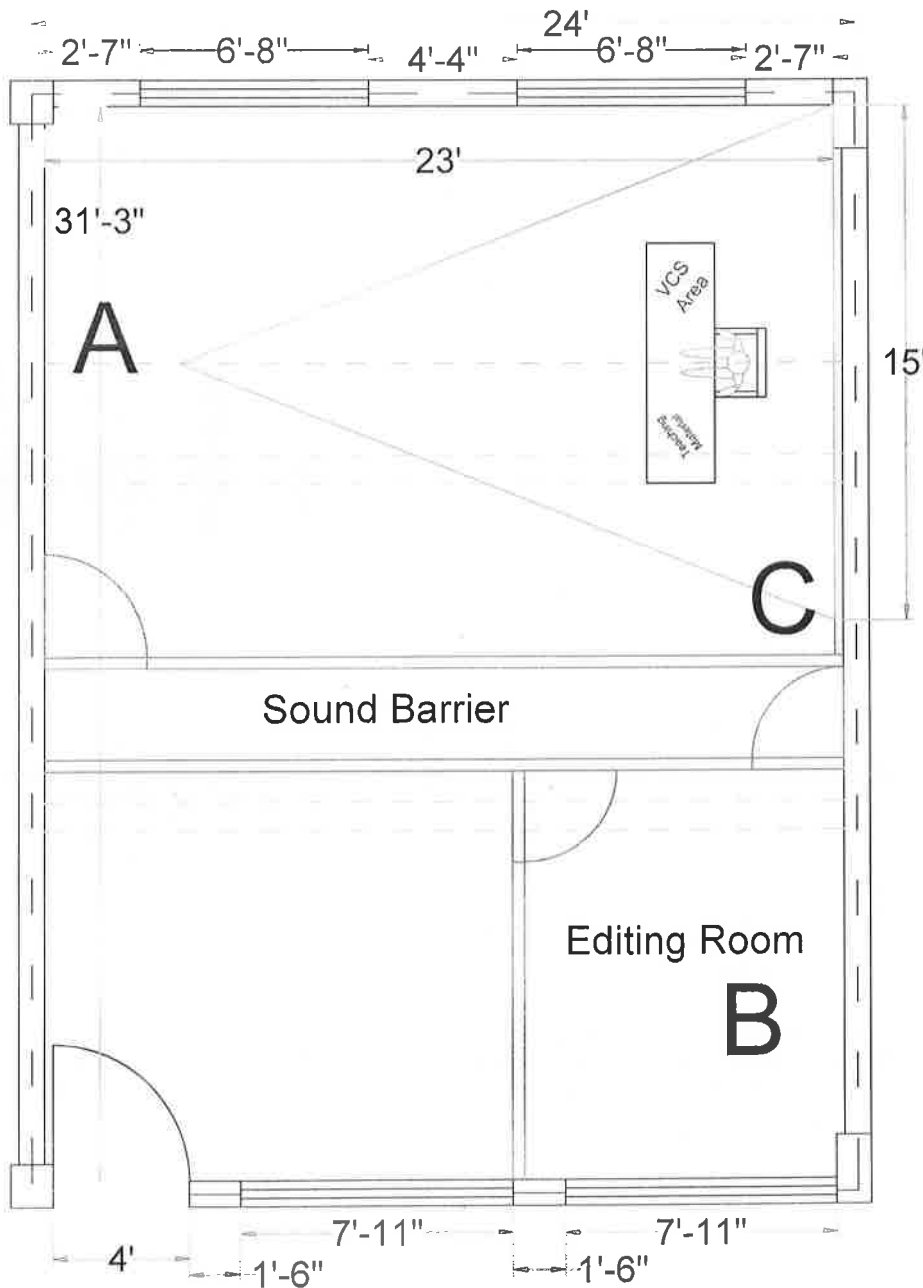
- 6 Back Drop Chroma Setup Backdrop Cloth Specifications: Loose less Non Reflective Cloth Five Different Colors to be used from Chroma processing Wall Area to cover through Backdrop ~ 8' Height X 10' Wide
- 7 Two Way Talkback System Specifications Working Voltage ~ 230Vac for Master & Slave Outlets Wired System Set with 1 Master & 3 Slave Units Full Ear Covering Headsets with Microphones ~ 4pcs. Headsets wire length ~ 5mtrs Master Unit contains Separate Volume level for Mics & Headphone Outs Slave Headsets are having detachable Sockets on wall at Location A in drawing Master Headset Unit will be at Location BC-L1 Necessary Wiring between A & B to run 1 Master Unit & 3 Slave Units
- 8 SDI & XLR Cable Set SDI Cable Links between Point A & B ~ 3pcs. SDI Cable Link Specifications Specially designed for 12G-SDI Max. transmission distance of UHD over single link able to reach 100m Copper foil and high-density tinned copper braided shielding Highly-foamed multi-layer PE insulation Flame resistance UL 1666 Riser SPECIFICATION Parameters Weight per 100mtrs ~ 7KGs O.D. with Insulation ~ 7.7mm Inner Conductor 16AWG X 1 Copper Conductor Inner Conductor Resistance ~ 12.8 Ohms per KM Outer Shield ~ Copper Laminate Tape + 91% Braiding Shield Outer Conductor Resistance ~ 10.3 Ohms per KM Dielectric Capacity ~ 52pF per Mtr Attenuation, 39dB per 100mtrs 2 Core Microphone Cable Links between Point A & B ~ 3pcs. 2 Core Microphone Cable Links between Point B & C ~ 2pcs. Microphone Cable Link Specifications Specially designed for Low Loss Balanced Audio Cable Max. transmission distance over single link able to reach 100m with 12dB Loss Copper foil and high-density tinned copper braided shielding Multi Strand Conductor to minimise transmission loss SPECIFICATION Parameters Weight per 100mtrs ~ 9.2KGs O.D. with Insulation ~ 8mm Inner Conductor 42AWG X 14 Copper Conductor Inner Conductor Resistance ~ 7.6 Ohms per KM Outer Shield ~ Cotton Thread + 98% Copper Braiding Shield Outer Conductor Resistance ~ 10.7 Ohms per KM Dielectric Capacity ~ 103pF per Mtr Attenuation 12dB per 100mtrs
- 9 Installation of Complete Setup as per Attached Drawing (Refer Annexure II) As per Locations and utilities marked in attached DRAWING



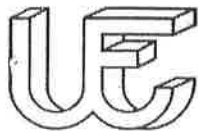


#### Design Points:

1. Video Coverage ~ 15'X8' in Full HD Format
2. Cordless Collar ~ For Presenter
3. HD Camcorder ~ 1pc.
4. Video Lights Dimmable - Daylight
5. Acoustic Treatment to Walls & Ceiling
6. Cassette AC for Video Floor
7. Split AC for Editing Setup
8. Outdoor Units away from Setup
9. Camera Tripod ~ 1pc.
10. Back Drop as per size
11. Presenter Desk ~ 7' X 2'
12. Talk back system
13. Camera Backside Heavy Curtain
14. Back Drop side paneling
15. Acoustic Ceiling with Lightings
16. PVC Floor Carpet
17. Presenter Desk with PVC Covering



BVM H-Block First Floor Class 02 ~ Lecture Studio Layout



let us serve....

**UNITED ELECTRONICS**

Plot No.: 55, Phase I, G.I.D.C.,  
Opp. Anand Cattle Feeds,  
Vithal Udyog Nagar, 388 121, India  
Phone: 91-2692-235319, Mobile: 098250 87065  
Email: united\_vun@yahoo.com

Original / Duplicate / Triplicate/Proforma Invoice

**TAX Invoice No.:** **UG-070**

<b>Name:</b>	<u>The Principal</u>	<b>Invoice date:</b>	<u>19-09-2019</u>
<b>Address:</b>	<u>Birla Vishwakarma Mahavidyalaya Engineering College</u>	<b>Challan Reference:</b>	<u>UC-068</u>
<b>Place:</b>	<u>Vallabh Vidyanagar 388 120</u>	<b>P/O Reference:</b>	<u>As Mention Below</u>
<b>Phone:</b>	<u>+91 2692 230104</u>	<b>Dealt with:</b>	<u>Dr. Mukesh Shimpi</u>
<b>Party's GSTIN No. :</b>			

Sr. No.	Description	HSN/SAC Code	Unit Price	Quantity	Total
Area of Work: New Material					
1	Professional Camcorder Make: <b>SONY</b> , Model: <b>HXR-NX5R</b>	8525	187924 per Each	1 pc.	187924
2	Professional Cordless Collar Microphone Make: <b>SENNHEISER</b> , Model: <b>XSW 2 - ME2</b>	8518	28686 per Each	1 pc.	28686
3	Video Studio Light Setup As per <b>Item No.: 3</b> of Annexure 1	9006	120763 per Each	1 pc.	120763
4	Audio Mixer Make: <b>DYNATECH</b> , Model: <b>UFX12</b>	8518	17992 per Each	1 pc.	17992
5	Professional Camera Tripod As per <b>Item No.: 5</b> of Annexure 1	8521	10619.4 per Each	1 pc.	10619
To Pay to <u>United Electronics</u>		Joint Nodal Officer, Finance TEQIP III, BVM			
Amt. <u>505000/-</u> Date <u>19/9/19</u>					

**E. & O. E.**

Through: Hand Delivery, GJ 7 AG 1514

Transporter Name &amp; Contact:

Our Banker:

Bank Name : Bank of Baroda

Branch Name : Vallabh Vidyanagar

Bank A/C No. : 07550200001168

RTGS/NEFT/IFSC Code: BARBOVALLAB ~ Digit Zero between B &amp; V

Payment within \_\_\_\_\_ Days.

Interest 24% will be charged from the due date.

Subject to Anand Jurisdiction.

*Shimpi*  
**PASS FOR PAYMENT**  
TEQIP III, BVM

Discount Offered	-4544
Sub Total - A	361440
SGST Charged@9% - B	32530
CGST Charged@9% - C	32530
Total Tax Charged@18%	65059
Total Amount(A+B+C)	426500



For, United Electronics

Proprietor / P. A. Holder

Registrations: GSTIN No.:24ACJPB5053F1Z2 Dt: 26/06/2017

Thank you for the Business!





let us serve....

**UNITED ELECTRONICS**

Plot No.: 55, Phase I, G.I.D.C.,  
Opp. Anand Cattle Feeds,  
Vithal Udyog Nagar, 388 121, India  
Phone: 91-2692-235319, Mobile: 098250 87065  
Email: united\_vun@yahoo.com

Original / Duplicate / Triplicate/Proforma Invoice

**TAX Invoice No.:** **UG-071**

Name:	<u>The Principal</u>	Invoice date:	<u>19-09-2019</u>
Address:	<u>Birla Vishwakarma Mahavidyalaya Engineering College</u>	Challan Reference:	<u>UC-069</u>
Place:	<u>Vallabh Vidyanagar 388 120</u>	P/O Reference:	As Mention Below
Phone:	<u>+91 2692 230104</u>	Dealt with:	<u>Dr. Mukesh Shimpi</u>

Party's GSTIN No. :

Sr. No.	Description	HSN/SAC Code	Unit Price	Quantity	Total
Area of Work: New Material					
1	PO Reference No: <u>TEQIP-III/2019/Gj/bvme/93/PO</u> PO Dated: <u>04-09-2019</u> Back Drop Chroma Setup As per <u>Item No.: 6</u> of Annexure 1	8521	15763 per Each	1 pc.	15763
2	Two Way Talkback System (1 Master & 3 Slave) As per <u>Item No.: 7</u> of Annexure 1	8518	16271 per Set	1 Set	16271
3	Sdi & XLR Cable Set As per <u>Item No.: 8</u> of Annexure 1	8544	16695 per Set	1 Set	16695

*Shimpi*  
PASS FOR PAYMENT  
TEQIP III, BVM

Packing & Forwarding	0
Sub Total - A	<b>48729</b>
SGST Charged@9% - B	4386
CGST Charged@9% - C	4386
Total Tax Charged@18%	8771
Total Amount(A+B+C)	<b>57500</b>

**E. & O. E.**

Through: Hand Delivery, GJ 7 AG 1514

Transporter Name &amp; Contact:

Our Banker:

Bank Name : Bank of Baroda

Branch Name : Vallabh Vidyanagar

Bank A/C No. : 07550200001168

RTGS/NEFT/IFSC Code: BARBOVALLAB ~ Digit Zero between B &amp; V

Payment within \_\_\_\_\_ Days.

Interest 24% will be charged from the due date.

Subject to Anand Jurisdiction.

For, United Electronics

Proprietor / P. A. Holder

Registrations: GSTIN No.:24ACJPB5053F122 Dt: 26/06/2017

**Thank you for the Business!**



let us serve.....

**UNITED ELECTRONICS**

Plot No.: 55, Phase I, G.I.D.C.,  
Opp. Anand Cattle Feeds,  
Vithal Udyog Nagar, 388 121, India  
Phone: 91-2692-235319, Mobile: 098250 87065  
Email: united\_vun@yahoo.com

Original / Duplicate / Triplicate/Proforma Invoice

**TAX Invoice No.:****UG-072**

Name:	<u>The Principal</u>	Invoice date:	<u>19-09-2019</u>
Address:	<u>Birla Vishwakarma Mahavidyalaya Engineering College</u>	Challan Reference:	<u>NIL</u>
Place:	<u>Vallabh Vidyanagar 388 120</u>	P/O Reference:	<u>As Mention Below</u>
Phone:	<u>+91 2692 230104</u>	Dealt with:	<u>Dr. Mukesh Shimpi</u>

Party's GSTIN No. :

Sr. No.	Description	HSN/SAC Code	Unit Price	Quantity	Total
1	PO Reference No: <u>TEQIP-III/2019/Gj/bvme/93/PO</u> PO Dated: <u>04-09-2019</u>  Installation Labour of Complete Setup As per Drawing attached to Purchase Order	998713	Area of Work: Installation Labour		
			17797 per Setup	1 Setup	17797

*Shimpi m.l.*  
PASS FOR PAYMENT  
TEQIP III, BVM

Packing &amp; Forwarding 0

Sub Total - A 17797

SGST Charged@9% - B 1602

CGST Charged@9% - C 1602

Total Tax Charged@18% 3203

Total Amount(A+B+C) 21000

**E. & O. E.**

Through: Hand Delivery, GJ 7 AG 1514

Transporter Name &amp; Contact:

**Our Banker:**

Bank Name : Bank of Baroda

Branch Name : Vallabh Vidyanagar

Bank A/C No. : 07550200001168

RTGS/NEFT/IFSC Code: BARBOVALLAB ~ Digit Zero between B &amp; V

Payment within \_\_\_\_\_ Days.

Interest 24% will be charged from the due date.

Subject to Anand Jurisdiction.



For, United Electronics

Proprietor / P. A. Holder

Registrations: GSTIN No.:24ACJPB5053F1Z2 Dt: 26/06/2017

**Thank you for the Business!**

**TAX INVOICE**

**Station - E Info Services Private Limited**

"Station-e House" Silver Sand Society,  
Opp. Big Bazaar, B/h. Imperial Heights,  
150ft Ring Road Rajkot- 360004  
Gujarat

Te:- 0281 2464660

GSTIN/UIN: 24AAJCS4038E1ZJ

State Name : Gujarat, Code : 24

E-Mail : head.accounts@statione.org

Buyer

**Biral Vishwakarma Mahavidyalaya Engineering College**

Post Box No 20, Vallabh Vidhyanagar,

District Anand

Pin 388120

State Name : Gujarat, Code : 24

Place of Supply : Gujarat

Invoice No.

**59**

Dated

**14-Mar-2019**

Delivery Note

Mode/Terms of Payment

Supplier's Ref.

**59**

Other Reference(s)

Buyer's Order No.

Dated

Despatch Document No.

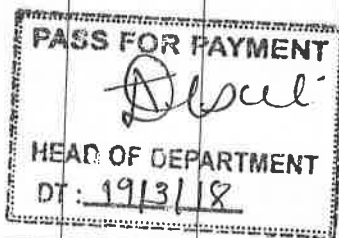
Delivery Note Date

Despatched through

Destination

Terms of Delivery

SI No.	Description of Services	HSN Code	Quantity	Rate	per	Disc. %	Amount
1	<b>24 SEATS ZIP INSTITUTIONAL MODEL</b>		<b>1 QTY</b>	11,25,000.00	QTY		<b>11,25,000.00</b>
	CGST A/C (O/P)						1,01,250.00
	SGST A/C (O/P)						1,01,250.00
Total			<b>1 QTY</b>				<b>Rs. 13,27,500.00</b>



Amount Chargeable (in words)

**Indian Rupees Thirteen Lakh Twenty Seven Thousand Five Hundred Only**

E. & O.E

Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
11,25,000.00	9%	1,01,250.00	9%	1,01,250.00	2,02,500.00
<b>Total: 11,25,000.00</b>		<b>1,01,250.00</b>		<b>1,01,250.00</b>	<b>2,02,500.00</b>

Tax Amount (in words) : **Indian Rupees Two Lakh Two Thousand Five Hundred Only**

Company's PAN : **AAJCS4038E**

Declaration

PFMS UNIQUE CODE :- VAASLA00000560

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details

Bank Name : **SBI C/A No. 66002036149**

A/c No. : **66002036149**

Branch & IFS Code: **R K NAGAR RAJKOT & SBIN0060293**

for Station - E Info Services Private Limited

*Bhresh Patel*  
Authorised Signatory

SUBJECT TO RAJKOT JURISDICTION

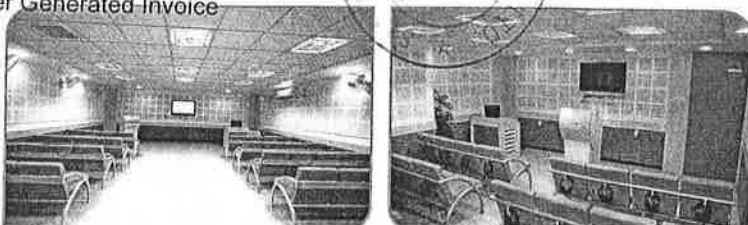
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**STATION-e INFO SERVICES PRIVATE LIMITED**

CIN : U72200GJ2005PTC46824

"Station-e House", Silver Sand Society, Opp. Big Bazaar, B/h. Imperial Heights,  
Off. 150' Ring Road, Rajkot - 360 004. Gujarat (India) Ph. : +91-281-2464660

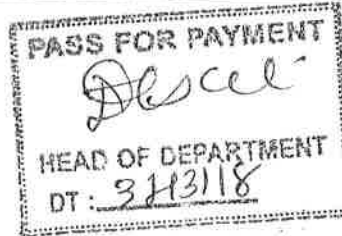
e-mail : info@station-e.com | www.station-e.com



# STATION

INFO SERVICES PVT. LTD.

SR. NO	ITEM NAME	QUANTITY	UNIT COST (RS.)	TOTAL COST(RS.)
1	ELECTRIFICATION	1	121000	121000
2	ELECTRONIC GADGETS	1	398000	398000
3	FLOORING-CEILING-COLOR & OTHERS	1	87000	87000
4	FURNITURE AND FIXTURE	1	198000	198000
5	TECHNICAL SUPPORT	1	321000	321000
TOTAL			1125000	1125000

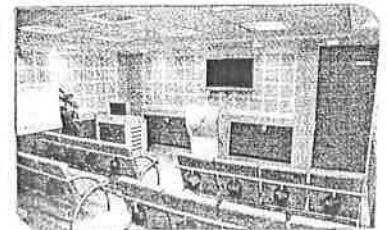


**STATION-e INFO SERVICES PRIVATE LIMITED**

CIN : U72200GJ2005PTC46824

"Station-e House", Silver Sand Society, Opp. Big Bazaar, B/h. Imperial Heights,  
Off. 150' Ring Road, Rajkot - 360 004. Gujarat (India) Ph. : +91-281-2464660

e-mail : [info@station-e.com](mailto:info@station-e.com) | [www.station-e.com](http://www.station-e.com)

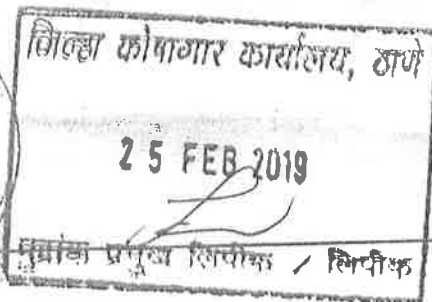
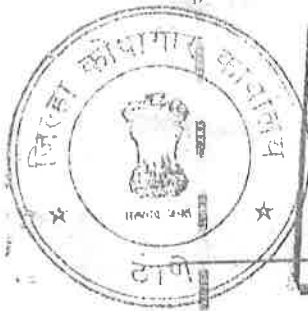




महाराष्ट्र MAHARASHTRA

2018

AR 200577



PARTNER ACCEPTANCE DOCUMENT  
INDIA

Red Hat India Pvt. Ltd.  
A-201, 2<sup>nd</sup> Floor, Supreme Business Park,  
Hiranandani Gardens,  
Powai, Mumbai -400 076  
+91 22 61147588 | www.redhat.com



Company name: Birla Vishvakarma Mahavidyalaya Engineering College

Address: Vallabh Vidyanagar, ANAND, Gujarat, IN, 388120

Contact name: wavare abhay  
Email: wavareabhay@gmail.com  
Telephone:

Contact Name: Rani Patil

Email: rapatil@redhat.com

Tel.no. +91 -22-61147506

Fax:

India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Red Hat Partner Agreement  
(India)



April 2018

(mark all that apply)

X

Red Hat Academy Program

Attached.

X

The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at [www.redhat.com/licenses/partners/](http://www.redhat.com/licenses/partners/).

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Birla Vishvakarma Mahavidyalaya Engineering College

Signature

Printed Name

Dr. Indrajit Patel

Title

Principal, Bvm.

Date

Red Hat India Private Limited

Signature

Printed Name

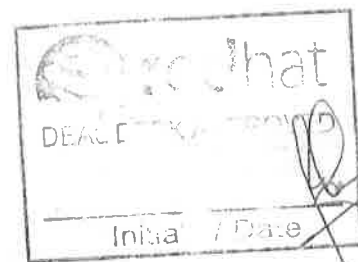
SOVIK BROMHA  
DIRECTOR FINANCE

Title

Date

1/11/19

RHC-128577





1. **Purpose**  
Red Hat designs programs for its partners ("Programs") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document, including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "Order Form").

## 2. Programs, Application Process and Acceptance

### 3. Affiliate Authorizations

#### 4. Territory

## 5. Fees

## 6. Billing, Payment and Taxes

## 7. Verifications



verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visit (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

## 8. Trademarks

- 8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").
- 8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trademark, service mark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

## 9. Additional Requirements

- 9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- 9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.
- 9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "NFR") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use, other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

## 10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.



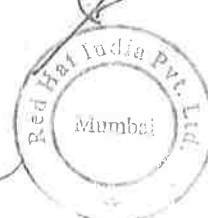


## 11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

## 12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



### 13. Termination

**13.1 Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

**13.2 Termination by Red Hat or Partner.** Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

**13.3 Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

**13.4 No Compensation.** Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

### 14. General Provisions

**14.1 Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

**14.2 Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

### 14.3 Compliance with Law and Export Controls.

**14.3.1** As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with



Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

- 14.3.2** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5** Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

## **15. Miscellaneous**

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.



The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

#### 16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to [globalcontracts@redhat.com](mailto:globalcontracts@redhat.com) via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

### 3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth [http://www.redhat.com/licenses/rhel\\_rha\\_eula.html](http://www.redhat.com/licenses/rhel_rha_eula.html). The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), which may be amended from time to time by Red Hat in its sole discretion.

- 3.2 Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), the applicable Red Hat End User Agreement(s) set forth at [www.redhat.com/licenses/eulas](http://www.redhat.com/licenses/eulas) and/or any other mutually signed written agreement with Red Hat as applicable.

### 4. Fees and Payment

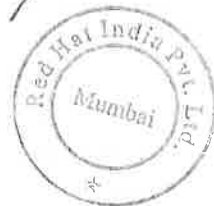
- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.





5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



**1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

**2. Partner Requirements.**

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

**3. Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.





Red Hat Academy:







**EXHIBIT C**  
**RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES**



**Red Hat Services**

			Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



# MEMORANDUM OF UNDERSTANDING

BETWEEN

EC DEPARTMENT IN PARTICULAR AND  
INSTITUTION IN GENERAL



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

AND

**RHINO MACHINES PVT LTD, V.U. NAGAR.**  
**INDUSTRY**



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Electronics & Telecomm. Engg Dept  
Birla Vishvakarma Mahavidyalaya  
Engg  
Vallabh Vidyanagar-388120


## **EL EC Faculty meeting with Aimtron Electronics Pvt. Ltd.**


### **Minutes of meeting held on 07-10-2017 at 11:30 am**

A joint Industry Institution meeting was held at BVM Engineering College, on 07-10-2017 at 11:30 am between the faculty members of the BVM Engineering College from its departments of the EL and EC engineering and Mr. Narayan Parmar, and Mr. Dharmesh from Aimtron Electronics Pvt. Ltd.

Aimtron Electronics Pvt. Ltd. has a manufacturing facility located at Vaghodia, in the city of Vadodara, Gujarat. Aimtron's expertise includes medical, military, automotive, consumer, commercial, gaming, alternative energy sources and many other key areas of industrial applications. Aimtron has its head-quarter in Palatine, Illinois.

- (1) The meeting begins with the emphasis on the importance of the Industry Institute Interaction.
- (2) Representative from the industry Mr. Narayan Parmar gave a brief, interactive presentation on the introduction of Aimtron Electronics Pvt. Ltd and its key areas of operation. He told that the CEO of the Aimtron, Mr. Muskesh Vasani is a BVM alumnus from Civil Engineering. All members have acknowledge it as a great pride for the BVM.
- (3) The presentation was followed by a discussion where the following collaborative activities are identified for the future interactions between the industry and the institution:
  - (a) Students internship programs of few weeks during vacation periods at Aimtron
  - (b) BE project work on an industry defined problem at Aimtron
  - (c) Industry visits at Aimtron
  - (d) Establishing an industry incubation centre at BVM College
  - (e) Expert sessions / workshop / STTP at BVM College
  - (f) Need based trainings for mutual benefits
- (4) It is also proposed that the competent authorities from the BVM Engineering College and the Aimtron Electronics Pvt. Ltd. may sign a MoU (Memorandum of Understanding) to facilitate smooth implementation of the collaborative activities.

  
Dr. T. D. Pawar  
Professor & Head, EL  
BVM

  
Dr. B. C. Goradiya  
Professor & Head, EC  
BVM

  
Dr. J. R. Gadhvi  
Principal  
BVM

Date: 07-10-2017

Place: Vallabh Vidyanagar

## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of TO BE INTRODUCED HERE, research, design and development and consultancy in the field of TO BE INTRODUCED HERE and related fields.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology



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Electronics & Telecomm. Engg Dept  
Girja Vishvakarma Mahavidyalaya  
Engg. College  
Vallabhi Vidyayanagar-388120

Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both BVM and INDUSTRY shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in TO BE INTRODUCED HERE and other areas of national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
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- k) INDUSTRY may avail library facilities at BVM.
- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student may be encouraged to take up the project such that INDUSTRY desirably



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Electronics & Telecomm. Engg Dept  
Birla Vishvakarma Mahavidyalaya  
Engg. College  
Vallabh Vidyanagar-388120

benefits from its outcomes.

- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a)BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b)BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c)BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a)The collaborative programme betweenBVMand INDUSTRY shall be coordinated by a coordination committee appointed by Head of both theInstitutes.
- b)Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

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Electronics & Telecomm. Engg Dept  
Baba Vishwakarma Mahavidyalaya  
Engg. College  
Vallabh Vidyanagar-388120



#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both BVM and INDUSTRY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.



*Author.*

HOD  
*BS*

Electronics & Telecomm. Engg Dept  
Birla Vishvakarma Mahavidyalaya  
Engg. College  
Vallabh Vidyanagar-388120



CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.



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Electronics & Telecomin. Engg Dept  
Birla Vishvakarma Mahavidyalaya  
Engg. College  
Vallabh Vidyanagar

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

*W. C. Thomas*  
Director

Director/Head

30/3/2017

Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120

30/3/2012,

- 1 APD Olson,
- 2 Alamky

Date 30/3/2017.

1 Bg (Dr. B. C. Govindya - Head  
EC BSM)

Date 30/3/2017

Electronics & Telecomm. Engrg. Dept.  
Raja Vaidyanaraya Mahalingaiah  
Engrg. College  
Vengal Rao Nagar, Hyderabad-500 028

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**Electronics Engineering Department**  
**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

AND

**RHINO MACHINES**  
**Pvt. Ltd. Karmasad**



## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, RHINO MACHINES is established in 1983 as a project consultancy firm, Rhino evolved in 1991 into a fully fledged manufacturing firm that produces conventional Green Sand, Pouring and Centrifugal Casting Products. In 1995, Rhino machines collaborated with a French company 'Fondarc' to further strengthen their capabilities while bringing latest technologies to local markets.

WHEREAS, both BVM and RHINO MACHINES, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and RHINO MACHINES hereby acknowledge, BVM and RHINO MACHINES hereby agree to sign a memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between



BVM and RHINO MACHINES for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and RHINO MACHINES without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and RHINO MACHINES. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both BVM and RHINO MACHINES shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at RHINO MACHINES;
- d) Joint guidance of student projects in TO BE INTRODUCED HERE and other areas of national interest at BVM by RHINO MACHINES on mutually agreeable terms.
- e) RHINO MACHINES would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that RHINO MACHINES deems convenient to it for the purpose of imparting industrial training.
- f) RHINO MACHINES may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, RHINO MACHINES may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
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- j) RHINO MACHINES may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.





- k) RHINO MACHINES may avail library facilities at BVM.
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- n) Both BVM and RHINO MACHINES will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Rhino Machines will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
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- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

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- d) Any clause or article of the MOU may be modified or amended by mutual agreement of RHINO MACHINES and BVM.

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During the tenure of the MOU both BVM and RHINO MACHINES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.



A handwritten signature in blue ink, appearing to be "V.V. Nagar".



Both BVM and RHINO MACHINES shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and RHINO MACHINES shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

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- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
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## ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.





## ARTICLE-IX: MISCELLANEOUS

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Both BVM and RHINO MACHINES shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


Director/Head

  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



**PRINCIPAL**  
**BIRLA VISHVAKARMA MAHAVIDYALAYA**

Witness

- 1 
- 2 

Date: 30/1/2017

Witness

- 1 
- 2 

Date:



# MEMORANDUM OF UNDERSTANDING

BETWEEN



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

AND

**INDUSTRY**

(Santan Technovation LLP)

## **PREAMBLE**

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WHEREAS, INDUSTRY is engaged in manufacturing of research, design and development and consultancy in the field of web technology, Information Security, Data mining, Cyber security, Networking and embedded system, database management system, image processing, Cloud Computing and related fields of Information Technology.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
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- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
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- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and INDUSTRY shall be coordinated by a coordination committee appointed by Head of both the Institutes.

- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and INDUSTRY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:

Industry Name: Sanatan Technovation LLP

Industry Owner Name: Maulesh Kanani

Industry Address: ID-503 Titanium City Centre Ahmedabad

Industry Email Id: maulesh@sanatan-technovation.com

Industry Contact No: 9426905823

Maulesh

Director

Head [Signature] **HEAD**  
IT Department Technology Department  
BVM Engineering College  
V. V. Nagar

Faculty representative from Department

Name: N. B. Prajapati

Designation: Associate Professor

[Signature]  
30/3/17

[Signature]  
Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



Witness

1

2

Date

Witness

1

2

Date





ગુજરાત ગુજરાત GUJARAT

AE 872641

Sl. No.: 8641 Date: 10/08/2018  
V/V/O: *[Signature]*  
By: *[Signature]*  
Sub Postman  
V. V. Nagar-388

**SARDAR PATEL RENEWABLE ENERGY RESEARCH INSTITUTE  
VALLABH VIDYANAGAR – 388120(GUJARAT)**

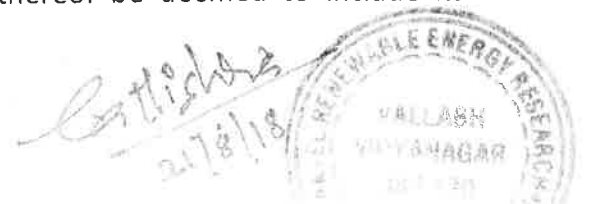
**Agreement of Research Partnership and Collaboration with  
Birla Vishvakarma Mahavidyalaya, Vallabh Vidyanagar, Gujarat**

This agreement is executed on 20<sup>th</sup> August 2018 at Vallabh Vidyanagar between Sardar Patel Renewable Energy Research Institute, Vallabh Vidyanagar -388120(hereinafter called as SPRERI) registered under the societies Registration Act 21 of 1860 and also as a Public Trust under the Bombay Public Trust Act 1950, having its office situated at Vallabh Vidyanagar, Gujarat, 388120 and is represented through its Director, which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assignees on the one part.

**AND**

**Birla Vishvakarma Mahavidyalaya, Vallabh Vidyanagar, Gujarat(hereinafter called as BVM)** and represented through Dr.Indrajit N. Patel, Principal Birla Vishvakarma Mahavidyalaya, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assignees on the other part.

*[Signature]*





ગુજરાત ગુજરાત GUJARAT

AE 872642

SL NO.: 2642 Date: 12/08/2018  
U/F/O: ગાંધી ટોપો  
BY: ગાયુડી  
Sub Postman  
V. V. Nagar-388

WHERE SPRERI is a research institute engaged in developing new processes in Renewable Energy Technology through R&D efforts and provides technical guidance/assistance to develop different environmental control products and also takes Renewable Energy Technology Projects on consultancy basis. SPRERI is working on developing many useful advanced technologies such as biomass gasification, pyrolysis, combustion, and agreeable to partner and collaborate with BVM and transfer the relevant developed technology to them for commercialization.

Whereas BVM, Vallabh Vidyanagar, Gujarat is a leading engineering college affiliated with Gujarat Technological University (GTU). Currently BVM offers undergraduate and postgraduate courses in engineering disciplines.

#### 1. PURPOSE

The MOU is aimed at encouraging, engagements and interactions between BVM and SPRERI for carrying out research and development projects, workshops, training programs and postgraduate student research in new and renewable energy.

#### BVM obligations

PRINCIPAL  
SRI A. VISHVAKARMA MAHARAJA



1. Based on the interaction with SPRERI scientist(s) and BVM faculty(s), we will identify research topic(s) on which post graduate research (M.Tech/Ph.D) students will work at SPRERI.
2. The BVM may depute a maximum of 3 postgraduate students in a year to pursue their dissertation work at SPRERI, each for a minimum period of 6 months after having initial interaction of SPRERI scientist and students.
3. BVM will communicate to SPRERI indicating the name and other details of the student, brief title of work, name, designation and department of the internal supervisor/s from BVM and the external supervisor/s identified from SPRERI for each student.
4. BVM will provide a duly signed (both internal and external supervisors) hard copy and soft copy of the thesis of each student to SPRERI soon after completion of the oral examination.
5. BVM will be assisting SPRERI to avail the research (experimental, analytical and computational) facilities to carry out the projects proposed.

#### **SPRERI's obligations**

1. SPRERI will identify external supervisor/s for each student and finalize his/her technical programme in consultation with the internal supervisor/s of BVM.
2. SPRERI will provide all necessary facilities available at SPRERI to the student for completing his experimental and analytical work as per agreed technical programme for minimum period of 6 months.

#### **Research & Development and Training**

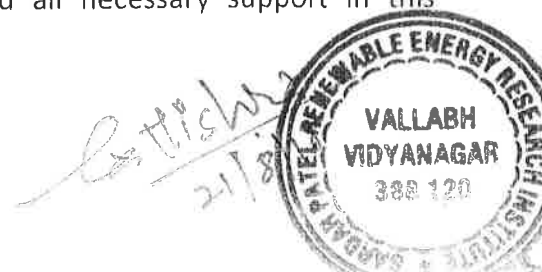
- BVM and SPRERI will identify areas of research interest and collaboration towards formulation of joint proposals on research, development and training etc.
- The terms of reference for any joint proposal related to distribution of resources and IPR would be mutually determined by BVM and SPRERI.

#### **Other points**

1. Each student will work for a minimum period of 6 months on regular basis from 9.00 a.m to 5.00 p.m and beyond depending upon the work requirement. Some flexibility in work schedule can be provide on request by BVM and agreeable to SPRERI.
2. The student will avail leave only with the permission of his external supervisor at SPRERI.
3. The student will be allowed to use the facility available at BVM for completing the agreed technical programme.
4. The student, who does not pursue his work seriously, will be sent back to BVM after informing the concerned team at BVM.
5. The internal supervisor/s at BVM will be responsible for helping the student in writing the thesis. The external supervisor/s from SPRERI will extend all necessary support in this endeavor.

*JPAL*  
PRINCIPAL

BIRLA VISHVAKARMA MAHAVIDYALAYA



6. The thesis will be also reviewed by external supervisor before final submission to GTU and BVM will also include signatory approval from external supervisor.
7. Both BVM and SPRERI will be jointly working on preparation of research articles.
8. Possible publications in journals or conference proceedings, if any, based on the work done at SPRERI will necessarily include name of students, internal and external supervisor/s from SPRERI as well as due acknowledgement to co-operating institute and SPRERI.

### Duration of Project

This MOU will remain effective for 3 years with effect from the date of signing of this document by both the parties. Thereafter, it may be reviewed for possible extension. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be reviewed by the party at last three months prior to the effective termination date. However, obligation and commitments already contracted for and involving third parties shall be honoured and continued by both the parties until such commitments are completed.

### 2. CO-ORDINATING COMMITTEE

There will be a co-ordinating committee consisting of the **Director of SPRERI and Principal of Birla Vishvakarma Mahavidyalaya (BVM)** and if necessary, two additional members from each institute who will be responsible for the effective implementation of the MOU.

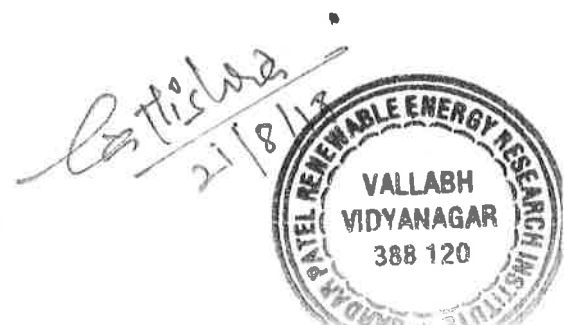
### 3. COSTS

Any expenditure related to project work approved by supervisor (both external and internal) and competent authority will be suitable supported by BVM.

### 4. PUBLICITY

**BVM and SPRERI** will neither use the name of their organizations nor the financial Investigator or any member of the SPRERI's project team, in any publicity, advertising or news released without the prior written approval of an authorized representative of the each organizations.

  
PRINCIPAL  
BIRLA VISHVAKARMA MAHAVIDYALAYA



## 5. INTELLECTUAL PROPERTY RIGHT

BVM and SPRERI shall own all joint rights and title to the Intellectual Property generated from the Project/Process. In case of any commercial value arises from streamlining the process to BVM in future, BVM agrees to provide the mutually agreed royalties to SPRERI finalized in separate MOU. During the project work, if any process or system is improved or developed, it belongs to SPRERI and BVM has no rights to claim it except for using the details for academic purpose only.

## 6. TERMINATION

During the tenure of the agreement, if either party commits a substantial breach of this agreement, the party not in default shall instruct, through a written notice, the defaulting party to rectify the breach committed within a period of 30 days from the date of the written notice.

If the defaulting party fails to rectify the above mentioned breach within the stipulated time period of 30 days, the party not in fault can terminate this agreement by giving the defaulting party 30 days' notice in writing of its intention to do so.

Notwithstanding to above, each party shall have right to terminate this Agreement at any time after giving 90 days' notice.

## 7. ARBITRATION

All disputes whatsoever which shall either during the continuance of these presents or afterwards arise between the parties hereto respecting this Agreement or the construction or application thereof or any clause or thing herein contained or as to any deed of any of the parties hereto or as to any other matter in any way relating to this Agreement or the rights, duties or liabilities of either party under this Agreement shall be referred to a single arbitrator if the parties agree upon one, otherwise to two arbitrator one to be appointed by each party to the dispute and the said two arbitrator shall appoint an umpire in accordance with and subject to the provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications thereof for the time being in force.

Notwithstanding these provisions the parties bind themselves whenever and wherever possible to fulfill this agreement in a spirit of goodwill and cooperation for the prevention of dispute and to furtherance of their mutual interests.

## Governing Law

This Agreement shall be governed by the laws of India.

  
PRINCIPAL  
BIRLA VISHVAKARMA MAHAVIDYALAYA



## Jurisdiction

The court in Anand (Gujarat) only and not any other Courts shall have jurisdiction in the event of disputes of differences between the parties regarding this Agreement or any other matter incidental thereto.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and month above written.

## 8. AGREEMENT MODIFICATION

Any agreement to change the term of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

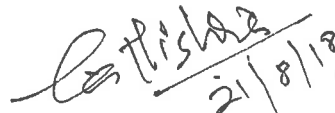
## 9. NOTICES

Any Notice to be given under this Agreement shall be in writing and shall be sent by registered post or by fax to the address of the relevant party set out below, or such other address or fax number as that Party may from time to time notify to the other party in accordance with this clause 16.


Signed and executed 14<sup>th</sup> July, 2018 by the Birla Vishvakarma Mahavidyalaya(BVM), Vallabh Vidyanagar and Sardar Patel Renewable Energy Research Institute(SPRERI) for a period of three years with the seal of both the parties affixed here below.

  
Dr. Indrajit N. Patel  
Principal

Birla Vishvakarma Mahavidyalaya  
Vallabh Vidyanagar – 388120


  
Dr. Gaurav Mishra  
Director  
Sardar patel Renewable Energy Research  
Institute  
Vallabh Vidyanagar – 388120

Signed in the presence of

  
(Signature of witness)  
Prof. Reshma L. Patel  
(Asst. Prof. Civil Dept.)



Signed in the presence of

  
(Signature of witness)  
Mr. Kailas Trivedi  
(Administrative Officer - SPRERI)

Seal of the Institute



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120**  
(A C V M Institution)

**AND**

**INDUSTRY**

(Solute Technolabs UP)

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, INDUSTRY is engaged in manufacturing of research, design and development and consultancy in the field of web technology, Information Security, Data mining, Cyber security, Networking and embedded system, database management system, image processing, Cloud Computing and related fields of Information Technology.

WHEREAS, both BVM and INDUSTRY, now

- Recognizing the importance of research and development in the areas of Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and INDUSTRY hereby acknowledge, BVM and INDUSTRY hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between



BVM and INDUSTRY for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology Management without any prejudice to prevailing rules and regulations in BVM and INDUSTRY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and INDUSTRY. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and INDUSTRY shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training, Technical Visit & Workshop Module for BVM students at INDUSTRY;
- d) Joint guidance of student projects in web technology, information security, data mining, cyber security, networking and embedded system, database management system, image processing and other areas of Information Technology national interest at BVM by INDUSTRY on mutually agreeable terms.
- e) INDUSTRY would accommodate Undergraduate students who have completed the 6<sup>th</sup> semester of their programme in such a number that INDUSTRY deems convenient to it for the purpose of imparting industrial training.
- f) INDUSTRY may depute its personnel as visiting faculty at BVM to teach any of the regular Course or specialized topics.
- g) Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) INDUSTRY may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) INDUSTRY may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) INDUSTRY may avail library facilities at BVM.

- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

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Industry Name: SOLUTE TECHNO LABS LLP

Industry Owner Name: PRAKASH DONGA

Industry Address A1104 PALADUM, SHERWAY, AHMEDABAD 380015

Industry Email Id prakash.donga@sutelabs.com

Industry Contact No: 9429052994

Founder

Head

IT Department  
Information Technology Department  
BVM Engineering College  
V. V. Nagar

Faculty representative from Department

Name: Kanubhai G. Patel

Designation:

Principal & Member Secretary  
B.V.M. Board of Governors  
V. V Nagar 388120



Witness

1

2

Date

Witness

1

2

Date

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**AND**

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- j) INDUSTRY may showcase its business activities at the Seminar/workshop/conference, etc. at BVM.
- k) INDUSTRY may avail library facilities at BVM.



- l) A Research Scientist/Engineer at INDUSTRY may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Undergraduate Industrial Development Project (IDP) at BVM. The student maybe encouraged to take up the project such that INDUSTRY desirably benefits from its outcomes.
- m) The students will carry out part of their Undergraduate studyProject at BVM and INDUSTRY depending on the nature of the work as perrules of the respective institute depending on facilities and requirements.
- n) Both BVM and INDUSTRY will be free to independently carry out follow-up research on the project work conducted under this scheme.
- o) Researcher from both the Institute and Industry will be the corresponding authors inany publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication.
- p) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BVM and INDUSTRY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / industry department/section.
- c) BVM and INDUSTRY shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and INDUSTRY shall be coordinated by a coordination committee appointed by Head of both the Institutes.

- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the industry who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of INDUSTRY and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and INDUSTRY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and INDUSTRY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and INDUSTRY shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and INDUSTRY shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right,

remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE. WHERE INDUSTRY REFERS TO FOLLOWING PROFILE:

Industry Name: STIMULUS CONSULTANCY

Industry Owner Name: FENIL PARIKH

Industry Address

Industry Email Id

Industry Contact No:

Fenil@stimulusconsultancy.com

8238352550

Fenil TECHNOLOGY  
DIRECTOR

Head

IT Department

HEAD

Information Technology Department  
BVM Engineering College  
V. V. Nagar

Principal & Member Secretary

B.V.M. Board of Governors

V. V Nagar 388120

Faculty representative from Department

Name: Kesav N. Beshimbhatt

Designation: Assistant Professor  
IT Department.



Witness

1

2

Date

Witness

1

2

Date

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**Birla Vishvakarma Mahavidyalaya  
Engineering College  
Vallabh Vidyanagar 388120  
(A C.V.M. Institution)**

**AND**

**SYSTEM LEVEL SOLUTIONS (INDIA) PVT LTD  
Vithal Udyognagar - 388121**



## PREAMBLE

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, System Level Solutions (INDIA) PVT LTD is an integration specialist that offers the most innovative solutions ranging from FPGA design, PCB development, prototype development, software development, software applications, industrial IoT applications and manufacturing.

WHEREAS, both BVM and SLS, now

- Establish the center of excellence at BVM Engineering College with the support from SLS.
- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology, students, etc.
- Appreciating the need for creation of large reservoir of highly qualified Manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and SLS hereby acknowledge, BVM and SLS hereby agree to sign a memorandum of understanding (MOU).



## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between BVM and SLS for enhancing, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and SLS without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and SLS. The areas of cooperation can be extended through mutual consent. To establish the center of excellence at BVM Engineering College with the support from SLS. The center of excellence has the following objectives.

- To develop state of the art center of excellence which comprises the latest software and hardware tools which are used in industry.
- To offer training, guidance and certification courses for the students and the employees and governing the organization through appropriate resource allocation.

The basic responsibilities of the institute and industry has mention below;

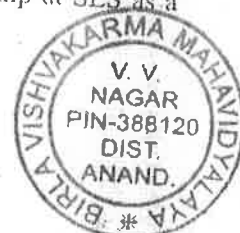
- BVM (Institute) will provide all the necessary basic infrastructure (mainly space) for the establishment of the CoE.
- SLS: will provide tools (software and hardware), conduct the training sessions through industry experts, providing research environment according to industry need.

## ARTICLE-II: Guidelines for CoE

- Students can register for the BVM SLS certification course.
- The duration of the course will be 6 weeks. Approximately 30 hours.
- Preferred days on which training conducted is Saturday, Sunday 5 hours/week. OR Monday to Friday 5 hours/Week.
- Student's participation is from BVM and other nearby engineering institutes. 70% from BVM and 30% from other institutes.
- The batch size for the certification course would be: 20 to 25
- Once the students complete the training, he/she needs to appear for the examination.
- The students who clears the examination – will be certified by SLS and BVM.
- Certification will be valid for the next two years.

## ARTICLE-III: Outcome of CoE

- SLS will be able to get certified students.
- Students and faculty members will be learning industry oriented training.
- SLS will be able to share some of the live projects to BVM faculty and students.
- Some of the selected students will be allowed to do the internship at SLS as a final year industry full semester project.



#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME

The collaborative programme between BVM and SLS shall be coordinated by a group of executive committee appointed by Principal, BVM Engineering College and Er. Tejas Vaghela from SLS.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 3 years from the effective date and will be extend in the future.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the SLS who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual discussion of SLS and BVM.

#### ARTICLE-VI: CONFIDENTIALITY

During the tenure of the MOU both BVM and SLS will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and SLS shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.

Further both BVM and SLS shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent MoU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.





However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VII: AMENDMENTS

Any amendment and/or addenda to MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

#### ARTICLE-VIII: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.


Both BVM and SLS shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege here under preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS  
MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN  
ABOVE.

  
Er. Tejas Vaghela  
Director & General Manager  
SLS (INDIA) PVT LTD  
V. U. Nagar


Witness:

1 Er. Krunal Patel 

2 Er. Dipen Parmar

Date: 20/08/2019



  
Er. Bhikhubhai B. Patel  
Chairman  
B.V.M. Board of Governors  
V.V.Nagar

Witness:

1 Dr. I. N. Patel 

2 Dr. B. C. Goradiya 

Date: 20/08/2019



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**B.V.M. Engineering College, V. V Nagar 388120  
(A C V M Institution)**

**AND**



**Takalkar Power Engineers & Consultants Pvt. Ltd.  
Vadodara 390011**

## **PREAMBLE**

Founded in 1948 BVM is a Premier Engineering Institution of Charutar Vidya Mandal (CVM). Motto of BVM: Work is Worship. BVM is the First Approved Degree Engineering College of the Gujarat state. More than 17000 engineers have graduated from this college. B.V.M. Engineering College, V.V Nagar 388120 (BVM) at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.

WHEREAS, Takalkar Power Engineers & Consultants Pvt. Ltd. (TPECPL) is one of the state of the art consultancy firm engaged in providing competent and cost effective technical services to the power sector in general and the power transmission sector in particular.

TPECPL is one of the leading consultancy & engineering firm providing electrical, mechanical, civil structural, electronics, and instrumentation engineering services under one roof.

WHEREAS, both BVM and TPECPL, now

- Recognizing the importance of research and development in the areas Engineering, Technology & Technology Management, as well as imparting industrial training to the engineering/ technology/ science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Engineering, Technology & Technology Management
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Engineering, Technology & Technology Management and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable co-operation, the receipt and sufficiency of which both BVM and TPECPL hereby acknowledge, BVM and TPECPL hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between BVM and TPECPL for enhancing, within the country, the availability of highly qualified manpower in the areas of Engineering, Technology & Technology Management without any prejudice to prevailing rules and regulations in BVM and TPECPL without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BVM and TPECPL. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both BVM and TPECPL shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

Both BVM and TPECPL shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint seminars and training programs;
- c) Practical training, Technical Visit & Workshop Module for BVM students at TPECPL;
- d) Joint guidance of student projects in Electrical Engineering and allied areas interest at BVM by TPECPL on mutually agreeable terms. The students will carry out part of their Project at BVM and TPECPL depending on the nature of the work as per rules of the respective institute depending on facilities and requirements. An Engineer at TPECPL may be appointed as a Co- guide for a student registered for Project at BVM. The student may be encouraged to take up the project such that TPECPL desirably benefits from its outcomes. For B.Tech. projects, the number of students in a batch shall be preferably 2 and maximum 3. Every year, 2 batches of final year student projects and 2 students of M.Tech. will be given problem by TPECPL
- e) TPECPL may seek assistance/guidance of BVM faculty member/s in product/process modification, modernization, trouble shooting, power system laboratory design and development, energy audit etc. on payment basis. TPECPL will provide expression of interest (EOI) for getting a solution for a problem. BVM

will provide quotation based on the scope of work on case-by-case basis. If found suitable, a work order may be given by TPECPL

- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc. on
- g) TPECPL may showcase its business activities at the Seminar/workshop/conference, etc. at BVM at the sponsoring rates decided for the event.
- h) Both BVM and TPECPL will be free to independently carry out follow-up research on the project work conducted under this scheme.
- i) Researcher from both the Institute and TPECPL will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in Project and/or paper publication. If TPECPL has given a project for which they have signed a non-disclosure agreement (NDA) with respective industry, then in that case publication will not be done by student or his guide at BVM.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### **ARTICLE-III: SHARING OF FACILITIES**

- a) BVM and TPECPL shall make provisions to share their respective important R&D facilities to promote academic and research interaction in the areas of cooperation.
- b) BVM and TPECPL shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic / TPECPL department/section.
- c) BVM and TPECPL shall provide access to the library facilities to Employee, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BVM and TPECPL shall be coordinated by a coordination committee appointed by Head of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.
- c) In case BVM wants to avail any specific services from TPECPL such as training to staff members, organizing seminar, consolatory project, and the rates for such services shall be mutually decided in writing before taking up the assignment by TPECPL.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/ working professionals from the TPECPL who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of TPECPL and BVM.

#### **ARTICLE-VI: IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

## **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BVM and TPECPL will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BVM and TPECPL shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BVM and TPECPL shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **ARTICLE-VIII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.



## ARTICLE-IX: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both BVM and TPECPL shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of the other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement, has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS, WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



**Managing Director**

Takalkar Power Engineers  
& Consultants Pvt. Ltd.  
Vadodara, 390011



**Principal & Member Secretary**  
(Board of Governors)  
B.V.M. Engineering Collage

V. V Nagar, 388120



Witness

1.

2.

Date


  
20/11/14  

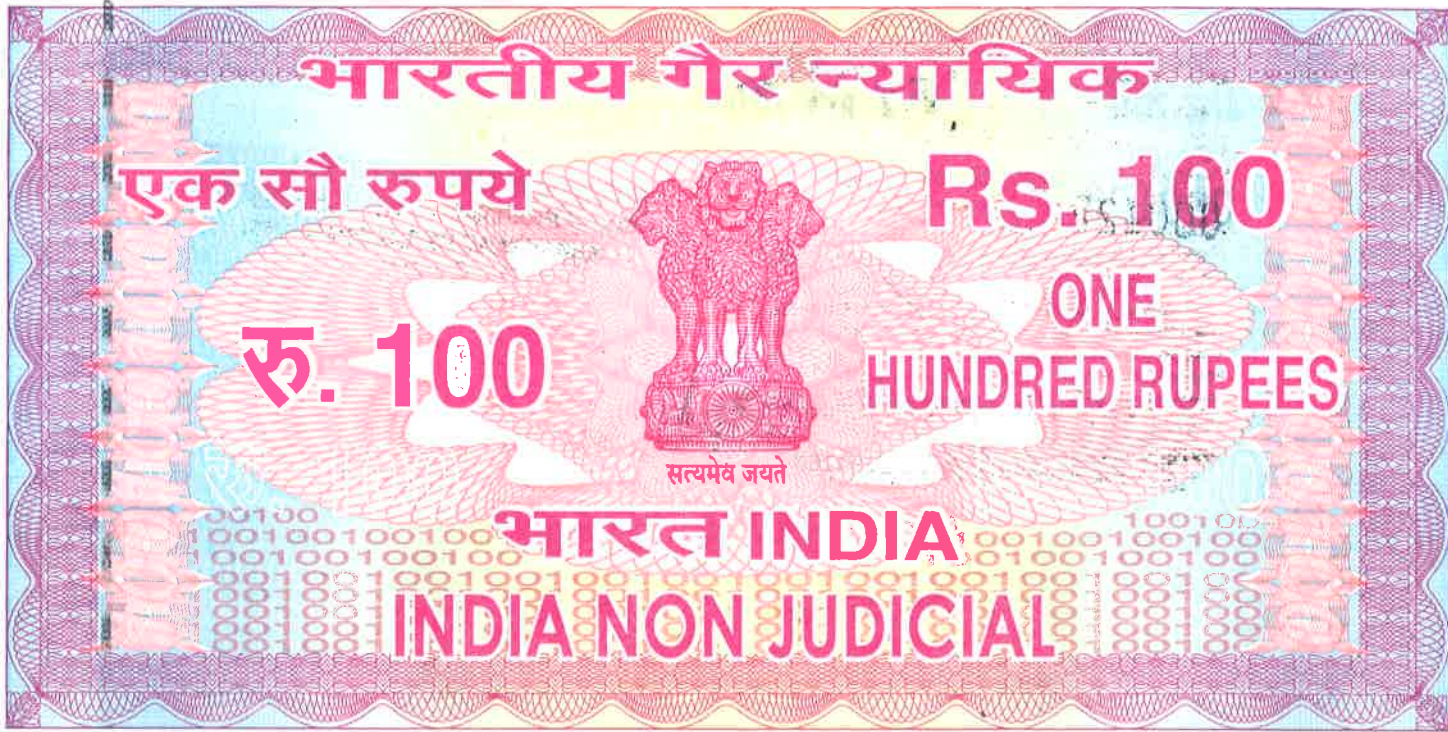

Witness

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2.

Date

  
Do. R. P. Mehta Asso - Prof  
EE Dept  
20/1/2015



महाराष्ट्र MAHARASHTRA

● 2018 ●

TE 777053



Memorandum of Understanding  
between  
Tata Consultancy Services Ltd.  
and  
BVM Engineering College, Vallabh Vidyanagar

This Memorandum of Understanding (MoU) is entered into this 20<sup>th</sup> day of April 2018 by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as "TCS"), on the One Part.

And

**BVM Engineering College (BVM), Vallabh Vidyanagar, Gujrat - 388 120** was established in 1948 (hereinafter referred to as "the AIP Collaborating Institute").



Handwritten signature/initials.



## Recitals

- a. TCS is in the business of Software development and Consultancy Services and other allied businesses for its Clients worldwide.
- b. BVM is a Premier Institution of Charutar Vidya Mandal founded in 1948. BVM is the First Approved Degree Engineering College of the Gujarat State. BVM offers B.E., M.E, M.Tech and Ph.D. degree Programmes. More than 20000 engineers have been graduated from this college. BVM College is first Degree Engineering College and now first academic autonomous Engineering Institute of Gujarat State. The College is affiliated to the Gujarat Technological University. The most striking features of BVM are dedicated and experienced faculty base. BVM at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.
- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both **the AIP Collaborating Institute** and TCS.
- d. Following the tradition of India's most admired corporate group TATA, TCS has been involved in strengthening the Academic Community around the world through TCS - Academic Interface Programme (AIP). AIP has been involved in various programmes to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students.
- e. And Whereas **BVM** has evinced keen interest in the said TCS Academic Interface Programme and offered to be a part of it as a collaborator.

NOW THIS MoU WITNESSETH as follows:

## Areas of cooperation

1. TCS agrees to offer a package of TCS Academic Interface Programme, containing the following, to the AIP Collaborating Institute. TCS shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships

Item #	Item Description	Target per year
1.	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards (maximum of 4 students in the team)	1
5.	Internship	For 2% of the students offered placement in TCS





2. **The AIP Collaborating Institute** shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.
3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.
4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed , contributed, distributed or made by TCS hereunder , and all customisations, enhancements and modifications thereof, will not be transferred from TCS to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with TCS.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
8. This MoU may not be amended without the prior written consent of both the parties.
9. This MoU will be effective for three years from **1<sup>st</sup> April 2018 to 31<sup>st</sup> March 2021**. This MoU can be renewed based on mutual convenience.



*Handwritten signature*



10. **Governing Law:** This MoU shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.
11. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
12. **Notices:** All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS: Tata Consultancy Services Limited  
TCS House,  
Raveline Street, 21 D.S. Marg, Fort,  
Mumbai – 400 001.

To the AIP Collaborating Institute: BVM Engineering College,  
Vallabh Vidyanagar,  
Gujrat - 388 120

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

13. **Tata Code:**

The business activities of TCS are self-regulated by the "Tata Code of Conduct." The AIP Collaborating Institute undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to **the Local Ethics Counselor or the Principal Ethics Counselor or the CEO** of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

14. **FORCE MAJEURE:**

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.



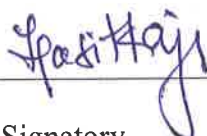
A handwritten signature in blue ink, appearing to be "JH".



Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

15. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

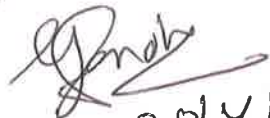
  
\_\_\_\_\_  
Authorised Signatory


**Hasit Kaji**  
TCS Center Head, Gujarat  
Tata Consultancy Services Ltd.



**Witnesses:**

1. *Ganar Gandhi*  
Academic Relationship  
Mayer Indira nest TCS

  
20/4/2018

  
\_\_\_\_\_  
Authorised Signatory

**Er Bhikhubhai B Patel**  
Chairman Board of Governors  
Birla Vishvakarma Mahavidyalaya



*Dr Indrajit Pahl*  
Principal & Member sec.  
BoG  
BVM,

2.   
20/4/2018

**Memorandum of Understanding  
Between  
Tata Consultancy Services Ltd. and B.V.M. Engineering College, V. V Nagar**

This Memorandum of Understanding (MoU) is entered into this 22 day of MARCH 2018 by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as “TCS”), on the One Part.

And

**Birla Vishvakarma Mahavidyalaya**  
Engineering College, Vallabh Vidyanagar  
[An Autonomous Institution]  
Managed by Charutar Vidyamandal  
Vallabh Vidyanagar - 388 120. GUJARAT, INDIA.

Was established in 1948. (Hereinafter referred to as “**the AIP Collaborating Institute**”).

**Recitals**

- a. TCS is in the business of Software development and Consultancy Services and other allied businesses for its Clients world wide. BVM is a Premier Institution of Charutar Vidya Mandal founded in 1948.
- b. BVM is the First Approved Degree Engineering College of the Gujarat State. BVM offers B.Tech., M.Tech and Ph.D. degree Programmes. More than 20000 engineers have been graduated from this college. BVM College is first Degree Engineering College and now first academic autonomous Engineering Institute of Gujarat State. The College is affiliated to the Gujarat Technological University. The most striking features of BVM are dedicated and experienced faculty base. B.V.M. at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Engineering, Technology & Technology Management by undertaking industrial & applied research and consultancy.
- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both **the AIP Collaborating Institute** and TCS.
- d. Following the tradition of India's most admired corporate group TATA, TCS has been involved in strengthening the Academic Community around the world through TCS - Academic Interface Programme (AIP). AIP has been involved in various

programmes to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students.

- e. And Whereas B.V.M. Engineering College has evinced keen interest in the said TCS Academic Interface Programme and offered to be a part of it as a collaborator.

NOW THIS MoU WITNESSETH as follows:

#### **Areas of cooperation**

1. TCS agrees to offer a package of TCS Academic Interface Programme, containing the following, to the AIP Collaborating Institute. TCS shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships

<b>Item #</b>	<b>Item Description</b>	<b>Target per year</b>
1.	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards (maximum of 4 students in the team)	1
5.	Internship	For 2% of the students offered placement in TCS

2. **The AIP Collaborating Institute** shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience and understanding.
3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.



4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by TCS hereunder, and all customisations, enhancements and modifications thereof, will not be transferred from TCS to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with TCS.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
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[An Autonomous Institution]  
Managed by Charutar Vidyamandal  
Vallabh Vidyanagar - 388 120. GUJARAT,  
INDIA.

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- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.


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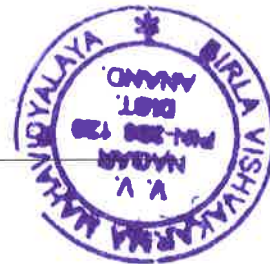
IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

\_\_\_\_\_  
Authorised Signatory

Tata Consultancy Services Ltd.

  
\_\_\_\_\_  
Authorized Signatory  
Er Bhikhubhai B. Patel  
Chairman, BOG

**Birla Vishvakarma Mahavidyalaya**



**Witnesses:**

**1.**

**2. Prof. (Dr.) Indrajit Patel**  
**Principal, BVM Engineering College**