

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **Day, 20/09/2020**

Between

Sanjeevan Engineering & Technology Institute, Panhala, an Engineering College run by Holy-Wood Academy Kolhapur's (hereinafter referred to as "**Sanjeevan Engineering & Technology Institute, Panhala**"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

Tambave Services., a Company duly organized and existing under the laws of India having its registered office at Plot No. C22, MIDC, Shirol, Kolhapur (hereafter referred to as "**Tambave Services.**"), which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, "**Sanjeevan Engineering & Technology Institute, Panhala**" is among the noteworthy academic institutes of Kolhapur offering UG program in Engineering, and PG programs in Mechanical Engineering,

AND WHEREAS, **Tambave Services.**, is a registered company, engaged in Consultancy & Placement services both "**Sanjeevan Engineering & Technology Institute, Panhala**" and **Tambave Services.** are desirous of associating with each other to expertise students of **Sanjeevan Engineering & Technology Institute, Panhala** on (possible area/subject of working) will also help in conducting

Expert Lectures/Seminars/Workshops/Internship/Industrial visits/Consultancy(keep appropriate) as an addition to Sanjeevan Engineering & Technology Institute, Panhala curriculum in co-ordination with Sanjeevan Faculties.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Sanjeevan Engineering & Technology Institute, Panhala** and **Tambave Services.** as under.

Definitions and Interpretation

"MOU" shall mean this Memorandum of Understanding executed between **Sanjeevan Engineering & Technology Institute, Panhala** and **Tambave Services.** on **20/09/2020.**

"Party" or "Parties" shall mean **Sanjeevan Engineering & Technology Institute, Panhala** and **Tambave Services.** individually and collectively as the context may require;

The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.

Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

Responsibility Structure

Sanjeevan Engineering & Technology Institute, Panhala shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the lab.

Tambave Services, shall be responsible for arrangements & co- ordination for supply of Industry Expertise, Design training program, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with staff of Sanjeevan Engineering & Technology Institute, Panhala.

Sanjeevan Engineering & Technology Institute, Panhala shall create awareness amongst its students for promotion of the activity especially Internship Program.

Relationship

This MOU relates solely to the intention of the parties, wherein **Sanjeevan Engineering & Technology Institute, Panhala** and **Tambave Services**, jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

Confidential and Proprietary Information

“Confidential Information” shall mean all information, including the material and licenses or other information if any so given to **Sanjeevan Engineering & Technology Institute, Panhala**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **Tambave Services**, and disclosed by **Tambave Services**, to **Sanjeevan Engineering & Technology Institute, Panhala** or its faculty which is related to **Tambave Services**, information such as course material, training data, guidance notes, procedures, methodology, etc.

Sanjeevan Engineering & Technology Institute, Panhala shall hold in trust and confidence for **Tambave Services**, all confidential information provided by **Tambave Services**, and **Sanjeevan Engineering & Technology Institute, Panhala** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **Sanjeevan Engineering & Technology Institute, Panhala** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **Tambave Services**, and shall return/destroy all such information at the termination of the contract. By disclosing this information to **Sanjeevan Engineering & Technology Institute, Panhala**, **Tambave Services**, does not grant any expressed, implied or other license or right to **Sanjeevan Engineering & Technology Institute, Panhala** to propagate the information. **Tambave Services**, hereby grants to **Sanjeevan Engineering & Technology Institute, Panhala** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **Sanjeevan Engineering & Technology Institute, Panhala** students.

Sanjeevan Engineering & Technology Institute, Panhala shall not disclose **Tambave Services**, confidential information without first obtaining written consent from **Tambave Services**.

Sanjeevan Engineering & Technology Institute, Panhala shall disclose **Tambave Services**, confidential information only to **Sanjeevan Engineering & Technology Institute, Panhala** employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and **Sanjeevan Engineering & Technology Institute, Panhala** obligations hereunder.

Sanjeevan Engineering & Technology Institute, Panhala shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **Sanjeevan Engineering & Technology Institute, Panhala** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **Tambave Services**. In the event of any loss, **Sanjeevan Engineering & Technology Institute, Panhala** shall notify **Tambave Services**, immediately.

Termination

Five year from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

Arbitration

All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Sanjeevan Engineering & Technology Institute, Panhala** and Partner, **Tambave Services**, or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

The place of arbitration shall be Kolhapur. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

Notices

Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to **Tambave Services.**

Office Address:

Plot No. C22, MIDC, Near Police Station, Shirol, Kolhapur

College Address

Sanjeevan Engineering & Technology Institute, Panhala

Address:

Sanjeevan knowledge city ,
A/P - Somwar Peth-Injole, Panhala,
Tal. Panhala, Dist. Kolhapur - 416201.

Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

Entire understanding

.This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 20th Day of September 2020.

For Tambave Services.
Panhala

Sanjeevan Engineering & Technology Institute,
Panhala

Name: *Sudhakar G. Kumbhar*
Designation: [*sr. manger*]




Name : Dr. Mohan B. Vanarotti
Designation: Principal

