

Memorandum of Understanding (MOU)

For Academic & Technical Tie Up

Between

Sanjeevan Engineering & Technology

Institute, Panhala



And

M.S. Industries

Shiroli M.I.D.C. Kolhapur



With Effective From 11th July 2023



M.S. INDUSTRIES
506/2, Behind Kolhapur Axels
MIDC, Shiroli, Kolhapur
Mo. 9403834108

For M.S. INDUSTRIES

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PROPRIETOR



Memorandum of Understanding

This Memorandum of Understanding is executed on **Tuesday, 11/07/2023**

Between

Sanjeevan Engineering & Technology Institute Panhala, here in after referred as "SETI Panhala" (Which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the First Part.

And

M.S. Industries, a Company duly organized and existing under the laws of India having its registered office at Shiroli MIDC Kolhapur (RS No. 595/2, Behind Kolhapur Axel, Near Samrat Engineering, Shiroli MIDC Kolhapur 416122) (hereafter referred to as "M.S Industries", which expression shall unless repugnant to the context or meaning thereof, include its successors, legalrepresentative and permitted assignees) on Second Part.

WHEREAS:

1. SETI Panhala is a noteworthy academic institute of Kolhapur region offering U.G. and P.G. programs in Engineering. SETI Panhala is an educational institution affiliated to Dr. Babasaheb Ambedkar Technological University Lonere.
 2. SETI Panhala is willing to enter into a Memorandum of Understanding (MOU) with M.S. Industries for the purpose of Students Internship / Industrial Visits/ Expert Lectures/ Projects/ Students Placement / Faculty Exchange/ Engineering Consultancy etc.
 3. SETI Panhala and M.S. Industries are desirous of associating with each other to expertise the students of SETI Panhala by providing Student Internships, Industrial Visits/ Expert Lectures/ Student Placements/ Student Projects/ Faculty Exchange/ Engineering Consultancy etc.
- Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both SETI Panhala and M.S. Industries as under.

1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between SETI Panhala & M.S Industries on Tuesday, 11/07/2023.



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- 1.2 "Party" or "Parties" shall mean SETI Panhala & M.S. Industries individually and collectively as the context may require.
- 1.3 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.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 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.

2.0 Focus Area & Objectives

The main intention of this MOU is to expertise the students of SETI Panhala with the help M.S. Industries by providing the students Internships/ Industrial Visits/Expert Lectures/Student Placements / Student Projects/ Faculty Exchange / Engineering Consultancy etc. The purpose of this Memorandum of Understanding is to set out the basic consensus about respective roles and responsibilities of the Parties in working cooperatively to develop and carry out collaborative activities in furtherance of the common interest of the institutions by

- a) Exchange of faculty members and students for study and research
- b) Exchange of invitations to scholars for lectures, & sharing of experience
- c) Promote and joint research activities and publications
- d) Promote and develop joint training programs
- e) Exchange of information on professional experience in fields of interest to both institutions.
- f) Exchange of invitations to scholars to participate in conference and symposium

3.0 Responsibility Structure

- 3.1 SETI Panhala shall provide the infrastructure of systems, LCD projector etc. for the expert lectures. Also the laboratories and other research equipments available in the laboratories.
- 3.2 M.S Industries shall be responsible for arrangements & co-ordination for supply of Industry Experties, providing training programs, Process of necessary appointments with Industries

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for Industry Internship Program, Projects, Expert Lectures as well as Visits in co-ordination with staff of SETI Panhala.

- 3.3 SETI Panhala shall create awareness amongst its students for the promotion of the activity especially Internship Program/ Industrial Visits/ Projects/ Expert Lectures etc.
- 3.4 Each party will nominate one of its members as its representative in charge of the cooperative program. Individual programs of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
- 3.5 Progress of work by the individual program will be reviewed and approved by designated project officers of both parties. It is anticipated that a detailed plan of joint activities will be completed by the nominees of both parties.
- 3.6 The final approval of any project will be dependent upon the availability of guaranteed support funds.

4.0 Relationship

This MOU relates solely to the intention of the parties, wherein SETI Panhala and M.S Industries 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.

5.0 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.

6.0 Intellectual Property Rights:

6.1 Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum.

6.2 Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property



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takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

6.3 Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

6.4 SETI Panhala shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

7.0 Validity & Termination

This MOU shall remain in force for a period of three (03) years commencing from effective date. Institute may extend the term by written agreement signed by both after review. 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.

8.0 Amendment & Modification

This MOU may be amended or modified by a written agreement signed by the representatives of both organizations (SETI Panhala & M.S Industries).

9.0 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.

10.0 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.



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M.S. INDUSTRIES
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11.0 Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation, Principal, Vice Principal of SETI Panhala & Owner of the M.S. Industries will jointly resolve the dispute in a spirit of independence, mutual respect & shared responsibility. If such a settlement cannot be reached, the dispute will be settled in the Courts of Maharashtra (India).

12.0 Notices

12.1 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 M. S. Industries.

Reg. Office Address:

M.S. Industries

RS No. 595/2, Behind Kolhapur Axel, Near Samrat Engineering,
Shiroli MIDC Kolhapur 416122

In the case of notices to SETI Panhala,

College Address:

Sanjeevan Engineering & Technology Institute Panhala,
Sanjeevan Knowledge City, A./P - Somwar Peth, Panhala,
Kolhapur - 416201.

12.2 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.

13.0 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.



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14.0 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 where of the parties have caused this agreement to be executed by their duly authorized representatives on this **11th Day of July 2023**.

ACCEPTED:

For M.S Industries

For M.S INDUSTRIES

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Name: Mr. Maruti H. Shete

Designation: Owner

M.S. Industries

Shiroli M.I.D.C. Kolhapur

Dr. Suhas G. Sapate

Witness: Dr. Suhas G. Sapate

Designation: Vice Principal

Sanjeevan Engineering &

Technology Institute, Panhala



For SETI Panhala

Dr. Sanjeev N. Jain
PRINCIPAL

Sanjeevan Engg. & Tech. Institute

Somwar Peth, Panhala - 416 201

Name : Dr. Sanjeev N. Jain

Designation: Principal

Sanjeevan Engineering &

Technology Institute, Panhala

P.S. Atigre

Witness: Prof. P. S. Atigre

Designation: Coordinator for

Industry Internship Activity

Sanjeevan Engineering &

Technology Institute, Panhala

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