

Atharva Educational Trust's

Atharva College of Engineering

(ISO 9001-2015, AQA International Certified Institute) (NAAC Accredited)

Approved by AICTE, DTE & Affiliated to University of Mumbai

S. No. 263, Plot No. 8-12, Malad-Marve Road, Charkop Naka, Malad (West), Mumbai - 400 095, INDIA Tel.: +91-22-4029 4949 ● +91-22-40294911 ● Email: ace@atharvaeducation.com ● Website : www.atharvacoe.ac.in

Ref: ACE/MoU/120/21

Date: 06-12-2021

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Atharva College of Engineering, Malad-Marve Road, Charkop Naka, Malad (West), Mumbai-400095

AND

Nirmala Memorial Foundation College of Education, 90 Feet Road, Thakur Complex, Kandivali (East), Mumbai, Maharashtra 400101

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 06th day of December 2021 (06-12-2021) by and between.

Atharva College of Engineering, the First Party represented herein by its Principal / Director / Head of Institution Atharva College of Engineering, And Nirmala Memorial Foundation College of Education. The Second party, and represented herein by its Centre Head / Director / Managing Director Dr. Tandra Bandyopadhyay, Principal WHEREAS:

- A) First Party is a Higher Educational Institution named: Atharva College of Engineering,
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) Nirmala Memorial Foundation College of Education, the Second Party is engaged in the field of Education.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.



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INTELLECTUAL PROPERTY

4.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in gither Page. either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership.

AGREED:

For Atharva College of Engineering

Foundation College of Education

For Nirmala Memorial

Dr. Shrikant Kallurkar

Principal

Dr. Tandra Bandyopadhyay

Tandra Bandyopaduyay

Principal

COLLEGE OF EDUCATION Kandivall (East), Mumbal-400 101.



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1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.6 Support for research projects and innovation under Technical Business Incubation in the related fields
- 2.7 There are no legal & financial commitments/obligations on the part of both the parties.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, Nirmala Memorial Foundation College of Education, the Second Party as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Nirmala Memorial Foundation College of Education, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this
- 3.2 Both Parties may terminate this MoU by giving notice in writing within 24 Hours. In the event of Termination, both parties have to discharge their obligations.