

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 03/10/2022,

BETWEEN

Nutan Maharashtra Institute of Engineering & Technology, NMIET, Pune-410507, the First Party represented herein by its **Dr. Vilas Deotare** (hereinafter referred as 'NMIET - Pune', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Imperial Institute of Excellence - IZE - Office No.11, 2nd Floor - Aditya Centeegra Building, FC Road, Pune 411004 -, the Second Party, and represented herein by its Zonal / Divisional Head, - **Mr. Paresh Gugale**, (hereinafter referred to as "IZE", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

Nutan Maharashtra Institute of Engineering & Technology, NMIET, Pune

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.



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Nutan Maharashtra Inst. of Engg. & Tech.
Talegaon Dabhade, Pune - 410 507

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) IZE, the Second Party is engaged in the Training of Competitive Examination Like – GATE for All Branches of Engineering Students.
- F) IZE is having branches all across Maharashtra for GATE Examination Training and has trained more than 25,000+ Students till now and has a strong alumni working at Top PSUs, IITs, IISc and NITs etc.

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 channels of communication and co-operation that will promote and advance their respective operations within the **NMIET Campus, Talegaon Dabhade, Pune** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for oneanother.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the SecondParty.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to



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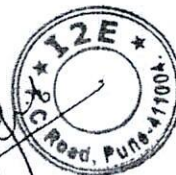
the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **GATE | MPSC Awareness Session:** Second Party will Motivate and give valuable inputs to the First Party Students by Conducting **Awareness Talk | Seminar** from **2nd Year, 3rd Year, 4th Year** to understand Importance of GATE Examination in various sectors like Jobs, PSUs, Higher Education (MTech | MS | MBA) in the Premiere Institutes of India.
- 2.3 **GATE Demo | Aptitude Lectures:** Arranging GATE Demo | Aptitude Lectures for the Interested Students of the First Party who wish to Crack the Exam in 1st Attempt.
- 2.4 **GATE Free Mock Test:** Conduction of Free Mock Test before the Examination for the Students of the First Party.
- 2.5 **Guest Lectures:** If required, Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the GATE Examination through Online Mode depending on the Mutual Consent between the two.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the



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terms specified herein

- 2.7 There is no financial commitment on the part of the **NMIET, Talegaon, Pune** the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for Approx.3 Years (**till December - 2025**), during which period **I2E**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **I2E**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of




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or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

AGREED:

For NMIET, Talegaon
Pune



For Imperial Institute of Excellence,
I2E, Pune



[Signature]
Principal
Nutan Maharashtra Institute
of Engg. & Technology
"Samarth Vidya Sankul" Vishnupuri
Talegaon Dabhade, 410507

[Signature]
Authorized Signatory

NMIET, Talegaon, Pune	Imperial Institute of Excellence - I2E, Pune
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[Signature]
Principal
Nutan Maharashtra Institute
of Engg. & Technology
"Samarth Vidya Sankul" Vishnupuri
Talegaon Dabhade, 410507



Witness 1:

[Signature]
Dr. Nitin Dhawaj
HOD IT
Dean Academy

Witness 2:

[Signature]
Dr. Shekhar Rahane
HOD, FE



[Signature]
HOD, Mechanical

[Signature]
PRINCIPAL
Dr. S. V. Joshi
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