



MEMORANDUM OF UNDERSTANDING BETWEEN



AND





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) has been made on the 19<sup>th</sup> day of January 2019, between **VNurt Technology Solutions Pvt. Ltd.** having its registered office at D-1102, Salarpuria Melody, Mysore Road Bangalore -560039 (hereinafter referred to as 'VNurt') and **SantShriGajananMaharaj College of Engineering** with its registered office at SBI Colony, Shegaon, Maharashtra 444203 (hereinafter referred to as 'SSGMCE'.)

VNurt Technology Solutions Private Limited offers various products and services for the educational institutions and universities. It also offers software development services.

**ShriSantGajananMaharaj College of Engineering**, is a leading educational institute affiliated to SantGadge Baba Amravati University, Amravati and approved by AICTE offering post graduate courses in Engineering and computer applications.

This MOU is to establish collaboration between SSGMCE and VNurt for the purpose of promoting Industry Academic Collaboration.

SSGMCE and VNurt shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

### **I. Scope of Agreement**

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between SSGMCE and VNurt.
- B. The Parties are entering into this MOU in order to record the terms and conditions based on which, the Parties shall mutually work for the term, as decided in this agreement.
- C. VNurt agrees:
  1. To provide selected students of the SSGMCE with the live project opportunities.
  2. The required details of the project would be shared by the project coordinator from VNurt. The project coordinator can be same or different for different projects. The project coordinator would be the SPOC for SSGMCE.
  3. During the course of project execution, VNurt will help student understand various phases of project delivery and it will also help them build the industry relevant knowledge.



4. VNurt App will be accessible to all the students of SSGMCE to follow the industry news trends, blogs, Internship/job opportunities and any paid events from industry experts will be available on discounted rates.
5. To cooperate with SSGMCE in order to give full effect to the Provisions/terms of this MOU.
6. To display 'SSGMCE' logo on their official website as a 'Partner/Customer'
7. Any patent filed by VNurt will have a credit to SSGMCE students and institution if there is contribution from SSGMCE students on the patent. VNurt will also facilitate mentorship for innovative and patentable project ideas coming from SSGMCE students and Academicians.
8. Incubation consulting and support will be offered on monetary at cost that is agreed mutually.
9. IPR Cell establishment and patent filing support for start-ups and research work by govt. certified IPR Lawyers.

**D. SSGMCE Agrees:**

1. To provide the details of students who are ready to be part of this program. SSGMCE would also help in shortlisting the students.
2. To provide a project coordinator, it can be a student or a faculty. The project coordinator would be a SPOC for VNurt.
3. To provide the well-defined escalation matrix to resolve conflicts amicably.
4. To provide office space with internet connection for the students to work on project. Students will be free to work on projects from home as well.
5. Educate students about the importance of non-disclosure of the confidential information shared by VNurt or Customers of VNurt.
6. To display 'VNurt' logo on their official website as a 'Partner'
7. To ensure that any work delivered by the project teams at SSGMCE will be VNurt's intellectual property and in no way can be claimed by the SSGMCE or students.

**II. Mutual Covenants**

1. Both parties should shall work in synchronism to ensure the successful completion of collaboration and monthly review will be taken for further planning and execution.
2. In case of any disagreement between the Parties in respect of any matter, directly or indirectly, connected to this Agreement then the same shall be resolved amicably by negotiations and /or conciliation between the Parties.
3. Both the parties agree to have explicit clearance in writing on all publicity/advertisements material before publication in any form of media.
4. Both the Parties shall be responsible to provide each other with complete, accurate, timely and relevant information and to carry out any other obligations to run the program successfully. In addition, both the Parties shall keep each other informed of



any material developments or proposals relating to the said program, which may have a bearing on the engagements between the Parties.

5. It is agreed by both the Parties that with respect to the Confidential information and IPRs they shall:
  - a. Protect the confidential information and IPRs in a reasonable and appropriate manner as prescribed under law and in accordance with the applicable professional standards;
  - b. Use confidential information and IPRs only to perform obligation under this arrangement; and
  - c. Reproduce confidential information and IPRs only as required to perform its obligations under this arrangement.

### **III. Term of Agreement**

- A. This Agreement shall be effective from today and will be valid for 4 Semesters. It can be extended further based on mutual discussion
- B. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.
- C. Upon termination of this Agreement, all the unperformed obligations lying pending on part of the Party(ies) shall have to be complied with by the respective Party(ies).

### **III. Representations and Warranties of Parties.**

- A. The Parties are duly organized, validly constituted under the laws applicable to it and is in good standing, and that it has full authority and necessary approvals as required to enter in to this MOU and to perform its obligations here under according to the terms hereof.

- B. This MOU constitutes legal, valid, and binding obligation of such Party, enforceable against it in accordance with the terms hereof.

### **IV. Intellectual Property Rights**

- A. Each Party agrees and acknowledges that all the copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets of each Party while conducting the business contemplated under this MOU shall always belong to such respective Party.



- B. Each Party agrees that it shall not do or commit any acts of commission or omission, which would impair and/or adversely affect the other Party's rights, ownership and title in its Intellectual Property or the reputation/goodwill attached to its trademarks, trade names and corporate name.
- C. Nothing stated herein shall constitute an agreement to transfer, assign or license or to grant any Intellectual Property of any Party to the other Party. Neither Party shall use the Intellectual Property of the other Party, without the prior written consent of the other Party.

I. **Confidentiality**

- A. Parties will not disclose any Confidential Information without the prior consent of the other Party.
- B. Each Party agrees that it may share Confidential Information with its employees, officers, directors on a need to know basis only, provided the receiving party ensures that such representatives are aware of and comply with the obligations of confidentiality, prior to such disclosure.
- C. This clause shall survive and continue even after the termination of the MOU.

IN WITNESS WHEREOF the authorized representatives of the parties have read, understood and accept the terms set herein and in the attached Schedule(s).

*[Signature]*  
Principal  
Shri Sant Gajanan Maharaj  
College of Engineering, Shegaon.  
**Dr. S. B. Sonmani**  
Principal  
Sant Shri Gajanan Maharaj College of Engineering  
Date: \_\_\_\_\_

*[Signature]* 19 Jan 19  
Mr. Hemant Sharma  
Co-Founder & Director,  
VNurt Technology Solutions Pvt Ltd  
Date: \_\_\_\_\_

**Witnesses**

1) Name And Sign:- *[Signature]*  
A. S. Maulekar.

2) Name and Sign:- *[Signature]*  
P. H. Gohatre

3) Name And Sign:- *[Signature]*  
Ms. P. V. Kale

4) Name And Sign:- *[Signature]*  
A. Ashamga

