SATAV CAD SOLUTION
Government Reg. No. PN117573
Kesnand Phata, Near Bharat Petrol Pump, Wagholi, Pune
satavcadwagholi@gmail.com
mobile No.: +91 8983797943

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 11th day of Jan, 2015

Between

Jaihind Comprehensive Educational Institute's Jaihind college of Engineering through its Principal, located at A/P Kuran, Tal. Junnar, Pune, 410511(Hereinafter referred to as "**JAIHIND"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

AND

Satav CAD Solution, a registered partnership firm through its partner Mr. Pratik Satav having its principal place of business at 301, Samrudhi Palace, BAIF Road, Wagholi, Pune. 412207. (Hereafter referred to as "Satav CAD Solution" (SCS),which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

And WHEREAS **JAIHIND** is a leading institute working in the field of Fundamental Education, Engineering, Information Technology and Business Management based in Pune and has state of the art infrastructure.

AND WHEREAS **Satav CAD Solution,** a registered Partnership firm, registered in 2011 with a view to be in commercial training and coaching in the field of engineering, CAD/CAM/CAE, management and any other incidental activity in connection with its business.

AND WHEREAS both **JAIHIND** and **Satav CAD Solution** are desirous of associating with each other in supplementing and integrating their expertise so as to offer a course on " ANSYS SOFTWARE " to prospective students.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **JAIHIND** and **Satav CAD Solution** as under.

1.0 **Definition and Interpretation**

1.1 **"MOU"** shall mean this Memorandum of Understanding executed between JAIHIND and SCS on 11th day of January, 2015.

1.2 "Party" or "Parties" shall mean JAIHIND and SCS individually and collectively as the context may require.

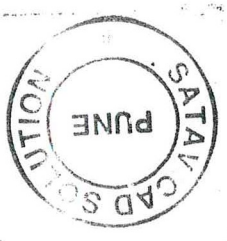
1.3 The headings /subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

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 **The Course**

1. The course shall be conducted under: CAE using ANSYS. Additional courses may be added as per the need on mutual agreement and conditions.
2. The course contents mutually agreed by the parties may be subject to change as and when necessary and mutually agreed.
3. The duration of the course shall be of 120 Hrs, which may be subject to change with mutual understanding.
4. The course shall be conducted in timings that do not clash with the teaching timing of the institute.
5. The course shall include lectures & practicals for CAD/CAE from SCS faculty.



6. The fee chargeable per student shall be Rs. 4000/- for CAE which may be subject to change with mutual understanding.
7. The number of students per batch shall be restricted to 50, which may be subject to change mutual understanding.
8. The number of batches and the timing will be decided with mutual understanding.
9. Admission preference shall be given to students of JAIHIND. In the case that the decided number of students is not filled from JAIHIND then SCS has the right to introduce students from outside through marketing on their own behalf.
10. Test shall be conducted at the end of the course and letter of Appreciation shall be given by SCS to the promising students.

3.0 Responsibility Structure

1. JAIHIND shall provide the infrastructure of systems, LCD projector, Hardware etc
2. SCS shall be responsible for supply of Software License, Soft copy of course material, and training faculty per 25 students Batch.
3. JAIHIND shall create awareness amongst its students.
4. SCS shall be responsible for Students Project Assistance.

4.0 Certification

Joint certification will be issued, which shall have the names of both JAIHIND & SCS as issuing authorities.

5.0 Earning

1. The split of earning of the course shall be as follows:
   % Share to SCS: 70%
   % Share to JAIHIND: 30%
2. SCS shall be paid their share as per the following schedule.
   a. 50% of the share at the start of the course.
   b. Remaining 50% after successful course completion.
3. Fee shall be collected by JAIHIND and JAIHIND shall pay SCS their respective share.

4.0 **Relationship**

This MOU relates solely to the intention of the parties wherein **JAIHIND** and **Satav CAD Solution** jointly offer a course on "ANSYS SOFTWARE" to the prospective students and shall not extend to other activities 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 Confidential and Proprietary information

1. "Confidential Information" shall mean all information, written or verbal, identified as confidential or of a nature that a reasonable would understand as being considered confidential by SCS, and disclosed by SCS to JAIHIND or its faculty which is related to SCS information such as course material, training data, guidance notes, procedures, methodology and Licenses etc.
2. JAIHIND shall hold in trust and confidence, for SCS all confidential information provided by SCS and JAIHIND shall not disclose to any person, or use such information for any purpose other than defined in this MOU. JAIHIND shall not make any copies of the confidential information than are required for the work involved and with prior and mutual consent from SCS and shall return/destroy all such information at the termination of the contract. By disclosing this information to JAIHIND, SCS does not grant any express, implied or other license or right to JAIHIND to propagate the information.
3. JAIHIND shall not disclose confidential information or work to any third parties, including other contractors of JAIHIND, without first obtaining written consent from SCS.

4. JAIHIND shall disclose SCS confidential information only to JAIHIND's employees having a legitimate business reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and JAIHIND's obligations hereunder. JAIHIND shall also segregate such information at all times from the confidential material of other so as to prevent any co-mingling.
5. JAIHIND 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. JAIHIND shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by SCS. In the event of any loss, JAIHIND shall notify SCS immediately.

7.0 Termination

Except for those obligations contained in clauses 6.2 to 6.5, which continue after termination or expiration the present MOU as provided herein, the present MOU shall terminate:
1(one) year from the date of signing of MOU, unless renewed for a further mutually agreed period.

8.0 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.

9.0 Consequential Damages

Other than expressly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or any 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.

11.0 Arbitration

1. 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.
2. 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 JAIHIND and Partner, SCS 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.
3. The place of arbitration shall be Pune. 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 on both the parties.

12.0 Governing Law

The agreement shall be governed by Laws of India.

13.0 Notices

13.1 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 notices to **Satav CAD Solution:**

Satav CAD Solution,

301, Samrudhi Palace,

BAIF Road, Wagholi, Pune – 412207.

Tel.: 8983369977

E-mail Id: satavcad@gmail.com

For attention of: Mr. Satav Pratik K.

In the case of notices to **JAIHIND**

Jaihind Comprehensive Educational Institute's

Jaihind college of Engineering

A/P Kuran, Tal. Junnar, Pune, 410511

Phone: 02132-242027, 7028036201.

For attention of: Principal

13.2 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 other not less than 15 days prior written notice.

14.0 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.

15.0 Waiver

The waiver by one Party here to 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.

16.0 Amendment

1. 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 _____.

For Satav CAD Solution	**For Jaihind College of Engineering**
Name: **Mr. Satav Pratik K.**	Name: **Dr. C. L. Dhamejani**
Title: Director	Title: Principal
Witness:	**Witness:**

SATAV CAD SOLUTION PUNE