



PROAZURE SOFTWARE
Solutions Pvt.Ltd.

MEMORANDUM OF UNDERSTANDING (MOU)

Between

PROAZURE

And

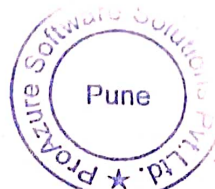
**Department of Artificial Intelligence and Data Science
Of
Jaihind College of Engineering, Kuran**

This Memorandum of Understanding (MOU) is made and entered into on 06th October, 2023, at Pune, BY AND BETWEEN, **ProAzure**, a company having its registered at office 306, Gera's Imperium Alpha, Near EON IT Park, Kharadi, Pune, 411014 (hereinafter referred to as **ProAzure**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns); **Jaihind College of Engineering**, A/p-Kuran, Tal-Junnar, Dist-Pune-410511 (hereinafter, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

PROAZURE and the **JCOE** are hereinafter referred collectively as "Parties" and individually as "Party".

About: PROAZURE

PROAZURE, ProAzure Software Solutions Pvt.Ltd. skilled Software development and Service Company established in Pune. The Prime IT services required have dedicated to explore a society with technical Innovations. We principally consider distinctive IT services together with custom website design and development services and Features. ProAzure Software Solutions Pvt.Ltd. Pune has impressive services with societal fields and Educational fields having RPA Bot Automation, Data Analysis, Software Development, Web Designing, Web Development, Digital Marketing, Android Development and All services. Company has its own product like ProAds World and Biodata and Resume Builder.



About: Jaihind College of Engineering, Kuran

Jaihind Comprehensive Educational Institute was established in 1996 with mission to educate rural and economically background students. Society opened the first educational set-up namely "Jaihind Polytechnic, Kuran" which is formerly known as Institute of Technology imparting quality technical education at diploma engineering level. Since its foundation, Jaihind Polytechnic has always been running on the path of progress and development.

Objective of this MOU

1. MOU is for the purpose of enriching the technical education in new subject areas, teaching- learning process and to jointly work for enhancing the quality of education being imparted to Computer Science, and Engineering students.
2. MOU is to enhance the quality of the technical education for students to enable them to meet the industry needs and to be recognized globally.

Scope of Work - ProAzure

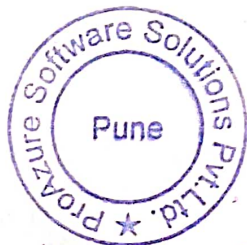
1. Faculty/Student Development program.
2. Sponsor UG projects.
3. Internship/Industrial Training of Students & Staff.
4. Technical Guidance for Lab Developments & Setups.
5. Provide a platform for academicians for research and consultancy work at their premises.
6. Sharing Industry oriented-courseware and Technology to create an industrial awareness among students / teaching faculties
7. Sponsor the Lab

Scope of Work – Jaihind College of Engineering, Kuran

JCOE agrees to provide *ProAzure* facilities such as classrooms & other required infrastructure, including but not limited to, projector, screen, Internet, Audio/visual facility, flip charts and markers to give training to the students.

JCOE shall provide sufficient advance notice to *ProAzure* regarding any examination dates, vacation or other holidays when classes will not happen. JCOE or any other person is not allowed to carry out any sort of video recordings of the training conducted by the *ProAzure* at the JCOE premises.

1. All payments shall be made by DD/Cheque(s) in favour of "*ProAzure Software Solutions Pvt.Ltd*".
2. All invoices shall be raised in favour of International Institute of Information Technology, Pune.
3. TDS will be deducted from the payments made, as applicable.



Obligation of Work – ProAzure

Either Party shall not use logos, trademarks, trade names or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

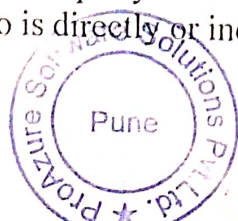
1. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.
2. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.
3. Each party shall be at liberty to terminate this MOU with a written notice period of 60 (sixty) days / (2) months to the other party without any compensation and seeking legal redress.
4. In case of termination of this MOU, ProAzure agrees to fulfil their commitments towards the enrolled students and to complete the remaining training for the particular semester.
5. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Pune, Maharashtra.
6. Courts in Pune shall have exclusive jurisdiction to settle all disputes and differences arising out of this MOU, whether during its term or after expiry / earlier termination thereof.
7. Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.
8. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
9. Each Party shall bear its own legal, and other costs, charges and expenses connected with the negotiation, preparation and execution of this MOU or any other agreement incidental to or referred to in this MOU.
10. This MOU may not be amended or modified except by an instrument in writing signed only by the authorised signatories on behalf of both the Parties. In witness whereof, both Parties put their hard seal on the day, month and year herein mentioned.





11. Profiles of the concerned faculty in terms of their qualifications and experience shall be provided by ProAzure and shall be agreed upon by JCOE prior to start of training for a particular semester.
12. ProAzure should not depute faculty other than the ones approved by JCOE.
13. Professional ethics, code of conduct and disciplinary approach shall be maintained by ProAzure faculty towards students at all the times. Any misbehaviour by ProAzure faculty shall attract immediate replacement of the concerned trainer.
14. Faculty from ProAzure may be evaluated by senior faculty from JCOE in terms of delivery and contents of the sessions. Appropriate written feedback will be provided to ProAzure in case of improvement required. ProAzure will take necessary steps to ensure that corrective actions are taken.
15. ProAzure faculty will also be evaluated by students by way of "online" feedback mechanism and minimum expected feedback is 7 (on a scale of 10).
16. Both the Parties may address the issue of providing joint participation / completion certificates to the enrolled students after successful completion of the program.

Obligation of Work – Jaihind College of Engineering, Kuran (JCOE)


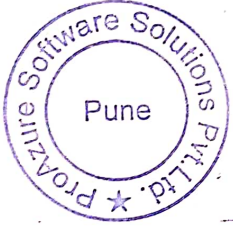
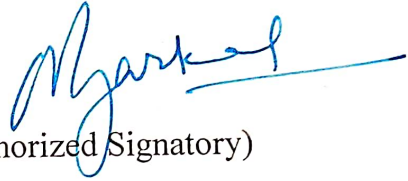
1. JCOE may receive information proprietary to 'ProAzure' and vice versa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by JCOE/ProAzure from third Parties without accompanying secrecy obligations; (c) is already in JCOE / ProAzure possession and was lawfully received from sources other than ProAzure and Institute or (d) is independently developed by Institute/ProAzure.
2. The two Parties understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the JCOE/ProAzure for the benefit of others.
3. All information or correspondence including information shared with or exchanged by ProAzure or the JCOE or any of its employees, agents, officers, directors and contractors in connection with this MOU including all training materials, training content & methodologies, classroom & trainer notes, assessment tests etc. will be the sole and absolute property of ProAzure including intellectual property and proprietary rights.
4. Either Party shall not use logos, trademarks, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party. JCOE agrees and confirms that during the term of this engagement and for a minimum period of twenty four (24) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by ProAzure, who is directly or indirectly associated with the project.



Contact Persons:

For ProAzure	For Department of Computer Engineering
Name: Mr. Babu Arkas  (info@proazuresoft.com)	Name : Prof. S. K. Said  (jcoe.comphod@gmail.com)
Designation :- Director and Manager	Designation:- Head Of Department

Authorized Signatory:

For ProAzure	For Jaihind College of Engineering, Kuran
Name: Mr. Babu Arkas  (Authorized Signatory) 	Name : Dr. D. J. Garkal  (Authorized Signatory)
Designation :- Director	Designation:- Principal

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.