

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and executed on this 9<sup>th</sup> Day of September 2019 ("Effective Date") at Pune;

### AMONGST

- 1) **SP Structural & Project Management Consultants LLP**, Pune having its registered office at 09/2<sup>nd</sup> floor, B Wing, Royal Empress, Baner Road, Pune-411045 represented by **Mr. Krishna Toshniwal**, Founder of said company (hereinafter referred to as "FIRST PARTY", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the said company and its successors-in-interest) of the FIRST PART;

### AND

- 2) **Jaihind College of Engineering, Pune**, located at Gat No. 441, Kuran, Tal. Junnar, Dist. Pune-410511. Maharashtra, India. (hereinafter referred to as "College") of the "SECOND PARTY";

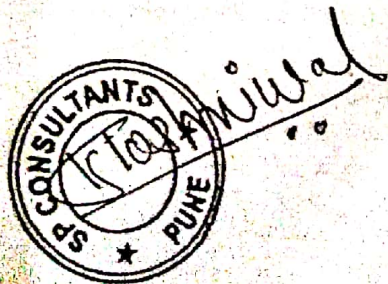
The terms '1' and '2' shall individually and collectively be referred to as "Party" and "Parties" respectively.

**NOW THEREFORE**, in consideration of mutual covenants contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound and agree as follows:

### ARTICLE - 1

#### ROLE OF FIRST PARTY:

- 1.1 First party confirms that there is no dispute or any litigation, encumbrances or charges or any acquisition proceeding pending, either the civil, criminal, consumer or company petition or suit against it and is not in violation with its obligations under this MOU.



*Handwritten signature and date: 2019*



- 1.2 First party will conduct software training workshop exclusively for Jalhind College students which will commence from 09<sup>th</sup> Sept 2019.
- 1.3 First party will conduct the workshop out of following list as per requirement of majority of students & faculty members.

**TABLE No. 01**

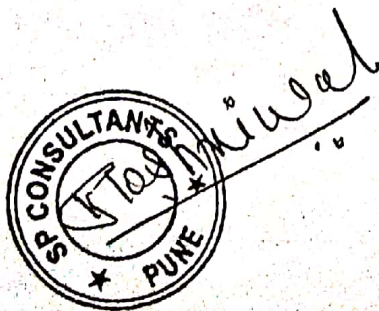
Software	Total Course Duration for UG Students
Estimation & Quantity	40 Hours

- 1.4 First party will keep all the record of fees collected from the students attending workshop.
- 1.5 First party will maintain the facilities in good and tenable condition, subject to normal wear and tear.
- 1.6 The contents and cost of actual training shall be agreed by second party in concern with respect to levels of students.

**ARTICLE – 2**

**ROLE OF SECOND PARTY:**

- 2.1 Second party agrees with the clause 1.1 to 1.6 stated above.
- 2.2 Second party agrees to issue the certificate under their name along with first parties name to the students attending the workshop.



*Handwritten signature and date: 20/09*

~~ARTICLE – 3~~



**ARTICLE – 3**  
**TERM, TERMINATION AND SURVIVAL:**

- 3.1 This Agreement shall become effective from the Effective Date and shall be valid for a period of **ONE** year from the date of execution hereof. Thereafter, the term of this Agreement may be extended for further period on such terms as may be mutually agreed by the parties.
- 3.2 This Agreement may be terminated through mutual consent of any of the parties by giving not less than **ONE** months notice in writing.

**ARTICLE – 4**  
**ENTIRE AGREEMENT:**

This Agreement contains the full understanding of the Parties with respect to the matters described herein and supersedes all existing agreements, oral, written or other communications between the Parties concerning the subject matter hereof.

**ARTICLE – 5**  
**RELATIONSHIP OF PARTIES**

Nothing in this Agreement creates any agency, partnership, joint venture or association of persons for any purpose whatsoever. Neither Party shall enter into any agreements or incur any obligations on the other Party's behalf, or make any commitment on behalf of the other Party in any manner, without such Party's prior written consent or, without the prior consent of the other Party, make any representation to any third party implying it has any authority to act on behalf of or bind the other Party.

**ARTICLE – 6**  
**MISCELLANEOUS**

- 6.1 Any notice and other communication provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognized courier service or registered mail, in the manner as elected by the Party giving such notice to the above mentioned addresses.
- 6.2 The Parties agree to keep the terms and conditions of this Agreement and all related documents confidential. Provided that nothing contained above shall apply to any disclosure (a) for the purpose of giving effect to the terms and conditions of this Agreement or related documents, or (b) in the course of the exercise or observance by the Parties of their respective rights and obligations under this Agreement or related documents, or (c) pursuant to the requirements of any Law, or (d) pursuant to the legitimate request of any regulatory, statutory or judicial authority; or (e) by the Parties to their respective legal advisors or counsel.
- 6.2 Any waiver can only be made by a written instrument. If any part or all of any provision of this Agreement is illegal or unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in force.



A handwritten signature and the year "2019" written in ink.



- 6.4 This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument.
- 6.5 No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of each of the Parties hereto.
- 6.6 Course fees structure will be decided mutually by both parties as, and when required.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, in the presence of attesting witnesses.

On Behalf of SP Structural & Project Management Consultants LLP, Pune. through its authorized signatory

Toshniwal  
20/9/19.

Name: Mr. Krishna Toshniwal  
Designation:  
Founder: SP Structural & Project Management Consultants LLP, Pune

Witness:



On Behalf of Jaihind College of Engineering, Pune located Gat No. 441, Kuran, Tal. Junner, Dist. Pune through its authorized signatory

Principal  
20/09  
JCEI's Jaihind College Of Engineering  
Kuran, Tal. Junner, Dist. Pune - 410511

Name: Dr. Garkal DJ  
Designation: Principal, Jaihind College of Engineering, Pune

Witness: Prof. Nigamji S. M.