



## MEMORANDUM OF UNDERSTANDING (MOU)

Between

## **PROAZURE**

And

## Department of Computer Engineering Of Jaihind College of Engineering, Kuran

This Memorandum of Understanding (MOU) is made and entered into on 06<sup>th</sup>October, 2023, at Pune, BY AND BETWEEN, *ProAzure*, a company having its registered at office306, 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.



## 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.

- 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.
- 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.
- 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.
- In case of termination of this MOU, ProAzureagrees 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.
- 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.
- Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
- 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 signedonly by the authorised signatories on behalf of both the Parties. In witness whereof, both Parties put their hardseal on the day, month and year herein mentioned.

**Contact Persons:** 

For ProAzure	For Department of Computer Engineering
Name: Mr. Bapu Arkas	Name: Dr. Anand A Khatri
(info@proazuresoft.com)	(jcoe.comphod@gmail.com)
Designation :- Director and Manager	Designation:- Head Of Department

Authorized Signatory:

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

Witness: Witness: 1. 1. 2. 2.