

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 14 Sep 2019.

Between

AMZ AUTOMOTIVE, a firm based at Pune and having its registered office at 101, Mahatma Gandhi Nagar, Near Elements Mall, Ajmer Road Jaipur – 302021, Rajasthan. (hereinafter called "**AMZ AUTOMOTIVE**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **FIRST PART**.

And

SAGAR INSTITUTE OF SCIENCE & TECHNOLOGY, BHOPAL (hereinafter called as "**College**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **SECOND PART**.

(AMZ AUTOMOTIVE and College are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**")

Terms and Conditions:

1. Duration

This MOU shall be valid for Two (2) year/s from 14 Sep 2019 and thereafter it may be renewed on mutually agreed terms.

2. Purpose

This MOU is for collaboration between the parties for mutual benefit wherein AMZ AUTOMOTIVE would be providing Technology, Hands on Training in Hydraulics and Automation, Internships, Projects, Placements, to the students of College in order to enhance the quality of the educational experience of the students. Expert seminars workshops can be delivered. Training and other programs can be designed by mutual understanding depending on requirements.

We would feel obliged if you allow us to conduct this industrial internship in your prestigious campus. We would be responsible to bring all the tools, equipment's & machinery for required to conduct the internship. To make sure the smooth flow of this internship we would be requiring the following from college/ university –

- 1) Seminar / lecture hall with seating capacity 120 each equipped with projector & mike system.
- 2) CAD lab to conduct design sessions.
- 3) Engineering practices mechanical lab for practical sessions.

Tentative schedule - Dec 2019 - Jan 2019.

Hospitality requirements - For the smooth flow of internship we would be requiring the following -

- 1) Accommodation & food facility for faculties & trainers in college / university guest house.
- 2) AMZ Automotive will take care of local transportation.

Benefits to the University -

1. Students will develop live Projects like Machines, Vehicles, Bridge, Artificial Intelligence concept inside the college with Industrial Equipment and Tools.
2. Students will become more skill and this training will be helpful for their Placement also.
3. Since this program is practical oriented and involve a major amount of revenue for material and bought items. So we would like to offer 5% of the total value revenue to the college management for their infrastructure support.
4. AMZ automotive will help students to get the components from different industries for their automobile club at a discounted rate of 15%.
5. We will provide all the frames of vehicles that were manufactured in university by participants to automobile club.

Thanking you for giving us your precious time and hoping to hear from you soon.

Yours truly,

Prerna Kumawat,

Public relationship officer,

AMZ automotive,

Jaipur (Rajasthan).



For AMZ AUTOMOTIVE

Authorised Signatory

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3. College's Standards of Performance:

College shall expend reasonable efforts as follows:

- College shall provide necessary infrastructure like Computers with necessary legal software & hardware configuration, Labs, Class rooms, Electricity, UPS, and Internet etc. as may be required for carrying out technical training and such other agreed training at College premise.
- College shall share the data base of the students with AMZ AUTOMOTIVE for the adequate promotion of the courses.
- College shall provide all such marketing and publication support as may be required to ensure sufficient number of students for the training to be conducted at College premises.
- College shall collect fees from the students for all the courses conducted at its premises and share the enrollment list along with fee payment details to AMZ AUTOMOTIVE.
- College shall extend all such necessary co-operation for smooth conduct of above-mentioned activities and training.

4. AMZ AUTOMOTIVE Standard of Performance:

AMZ AUTOMOTIVE shall expend reasonable efforts as follows:

- AMZ AUTOMOTIVE shall provide training in such areas as may be mutually agreed between the parties, more particularly described in this agreement.
- AMZ AUTOMOTIVE shall provide competent faculties for the conduct of training at College premises.
- AMZ AUTOMOTIVE shall provide College with the study material / standard books as agreed between the parties and the College shall use these as per AMZ AUTOMOTIVE guidelines and policies.
- AMZ AUTOMOTIVE agrees to complete the Course with all respect in scheduled time and in case there is a deviation in the schedule the same would be communicated to College and completed as per mutual understanding between the parties.

- AMZ AUTOMOTIVE shall provide certification to all students who have successfully completed the examinations conducted at College premises.

5. Mutual Obligations:

- Both the parties shall appoint one person as one point of contact for smooth execution of the AMZ AUTOMOTIVE.
- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Each party shall respect the other's intellectual property and shall use any trade name, trade mark, logo, symbol or designation belonging to the other party in accordance with this MOU.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between AMZ AUTOMOTIVE and College. AMZ AUTOMOTIVE and College are not authorized to make any representation, contract, or commitment on behalf of College / AMZ AUTOMOTIVE without the prior written consent of other party.
- The decision regarding introduction of new course, revision in fees etc. shall be mutually taken by both the parties.

6. Limitation and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MOU in general.

7. Commercial:

- AMZ AUTOMOTIVE & College will decide the rates for the courses, training mutually after discussion if required.

8. General:

- Both the parties may receive information proprietary to other party (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 the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies 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 parties for the benefit of others.
- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- The College shall only have the right to accept and implement the syllabus/curriculum as per the advice of the statutory bodies of the College.
- Each party shall be at liberty to terminate this MOU with a written notice period of one (1) month to the other party without any compensation and seeking legal redress.
- College will take the feedback from students about the quality of training after start of the training of first batch, based on which college will take decision of continuing the training programs.

- **Arbitration:**

Any and all disputes or differences between AMZ AUTOMOTIVE and College arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation & understanding.

- **Indemnification:**

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.

• **Copyrights and Ownerships:**

- All the course material/ courseware/ books and such other training material provided by AMZ AUTOMOTIVE and allowed for distribution are its sole property (hereinafter referred as "Training Material").
- College and/ or its employees, consultants etc. shall not claim ownership of such course material/ courseware/ books etc. or its customization.
- Intellectual Property Rights i.e. copyrights, trademarks, patents etc. of Training Material, any changes, enhancements, upgrades, customization etc. shall always remain with AMZ AUTOMOTIVE.
- Any changes in implementation procedures which are not as per the present MoU will be discussed and will be incorporated in agreement with two parties.

In witness whereof, both parties put their hard seal on the day, month and year herein mentioned.

IN WITNESS WHERE OF, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below: -

Signed for and on behalf of

For AMZ AUTOMOTIVE

(Mr. Vinay Pathak)
C.R.O, AMZ AUTOMOTIVE

Signed for and on behalf of



**SAGAR INSTITUTE OF SCIENCE
& TECHNOLOGY**

**PRINCIPAL,
SAGAR INSTITUTE OF SCIENCE
AND TECHNOLOGY,**

PRINCIPAL
Sagar Institute of Science & Technology
Gandhi Nagar, BHOPAL