



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SANDIP FOUNDATION'S GROUP OF INSTITUTE, NASHIK**  
**AND**

.....

THIS AGREEMENT entered into between Sandip Foundation's Group of Institutions, Nashik (hereinafter called SF) situated at Mahiravani Trimbak Road, Nashik 422213.

**1. Objectives of the MOU:** The objective of this Memorandum of Understanding is : (a) to promote interaction between SF and Company in mutually beneficial areas. (b) to provide a formal basis for initiating interaction between SF and Company.

**2. Proposed Modes of Collaboration:** SF and Company propose to collaborate through: (a) sponsoring student projects/fellowships in four year B.E. and Two year M.E degree programmes at SF. (b) sponsoring eligible employees of Company for doing B.E/M.E./Ph.D degrees in SF. The eligibility criteria for selection will be as per norms of SF. (c) sponsoring R&D projects, which may be carried out wholly at SF or at premises of Company or partly at SF and partly at Company. (d) training of Company personnel through Continuing Education (e) any other appropriate mode of interaction agreed upon between SF and Company. Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

**3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS**

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.

c) **Third parties** - The performance of research by the Parties together with one or more third parties.

**4. Technical Areas of Collaboration:** The principle technical areas of collaboration between SF and Company will be as set out in Annexure A.

**5. Agreements for Research Collaboration:** Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties which will describe in detail:

(a) The nature, scope and schedule of the research collaboration.

(b) The form of the research collaboration.

(c) The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

(d) The treatment of intellectual property and data rights, including patents, inventions, proprietary information and copyrights, which result from the research collaboration or which belong to a party and are used in research collaboration.

(e) Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

#### **6. CONFIDENTIALITY:**

(a) During and for a period of \_\_\_\_\_ years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within \_\_\_\_\_ days of disclosure and identified as confidential by the disclosing party.

(b) The obligations above shall not extend to any confidential information for which the receiving

party can prove that this information : 1. Is in the public domain at the time of disclosure or subsequently comes within the public domain without fault of the receiving party. 2. Is already known or become known to the receiving party from a third party without breach of the present agreement; or 3. Are independently developed by the receiving party; or 4. Are required to be disclosed by law or court order.

**7. NON-EXCLUSIVITY:** The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

**8. TERMS AND TERMINATIONS:** This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

**9. RELATIONSHIP:** Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Neither party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in anyway, or to amend, modify or vary any existing agreements to which such other party may be a party

**10. ASSIGNMENT:** It is understood by the Parties here in this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party. This Agreement shall however, inure to the benefit of Company, its successors and assigns.



**11. COSTS OF THE MOU:** Each Party shall bear the respective costs of carrying out the obligations under this MOU.

**12. SIGNED IN DUPLICATE** This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

By : SF

By: COMPANY

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title : \_\_\_\_\_ Title : \_\_\_\_\_

Date : \_\_\_\_\_ Date : \_\_\_\_\_