

# MEMORANDUM OF UNDERSTANDING (MOU)

# BETWEEN



Shri Vile Parle Kelavani Mandal's INSTITUTE OF TECHNOLOGY, DHULE



A. R. S. ENERGY AUDITORS, Virar, Maharashtra, India.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into onthis day, **September 14**<sup>th</sup> **2019** by and between

Shri Vile Parle Kelavani Mandal's Institute of Technology, represented herein by Dr. Nilesh Salunke, hereafter referred to as "First Party"

#### AND

A. R. S. Energy Auditors, Virar, Maharashtra, and represented herein by its Mr. Sachin Deshpande, hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

#### **CLAUSE 1**

#### COOPERATION AMONG BOTH THE PARTIES

#### WHEREAS:

A. First Party is a Higher Educational Institution named:

Shri Vile Parle Kelavani Mandal's Institute of Technology, Dhule.

- B. A. R. S. Energy Auditors, the Second Party, are BEE Accredited Energy Auditors Firm, Class A Energy Auditors empaneled with MEDA, GEDA and related fields.
- C. First Party & Second Party believe that collaboration and co-operation between Industry and Academia will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Project Work, Knowledge Exchange and Research.
- E. The budding graduates from the institutions could play a key role

technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

F. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

#### **CLAUSE 2**

#### SCOPE OF THE MOU

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

- Both Parties shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings.
- 2. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and help to suitably customize the curriculum and add-on courses, considering the DBATU syllabi and AICTE guidelines, so that the students fit into the industrial scenario meaningfully.
- 4. Industrial Training/Visits/Projects: The Second Party to permit the Faculty and Students of the First Party to involve in Industrial Projects. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites/ Other resources for the hands-on training of the learners enrolled with the First Party.
- 5. Research and Development: Both the parties agree to carry out research work in a collaborative manner in the field of Energy Audit & Efficiency.

6. Both the parties can explore the possibility of any other initiative to be taken for the mutual benefit, as and when time presents an opportunity.

# CLAUSE 3

#### VALIDITY

- 3.1 This agreement will be valid until it is expressly terminated by either Party on mutually greed terms.
- 3.2 Both parties may terminate this MOU upon 30 Calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

## **CLAUSE 4**

### RELATIONSHIP BETWEEN THE PARTIES

4.1 It is agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither party shall have, nor represent itself as having any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Eirst Party

Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Dhule**.

AGREED:





# For Shri Vile Parle Kelavani Mandal's Institute of Technology

For ARS Energy Auditors

**Authorized Signatory** 

**Authorized Signatory** 

Shri Vile Parle Kelavani Mandal's
Institute of Technology
(SVKM's IOT, Dhule)

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Witness 1: Dr. Hitesh Thalcare. -Associate Professir, Dept. of Mech. Engg.

Witness 2:

Mr. Mohammed. Funeduddin Assistant Professor Dept of Mechanical Engly.



