

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**



**SITARAMBHAI NARANJI PATEL INSTITUTE OF TECHNOLOGY  
& RESEARCH CENTRE, UMRRAKH**

**AND**



**BHULABHAI VANMALIBHAI PATEL INSTITUTE OF TECHNOLOGY, UMRRAKH**

**&**

**MECHMAN SOLUTION, VADODARA**



**mechman solution**  
mechanical manufacturing  
solutions

**(GSTIN: 24BPHPG7315H1Z2)**

**FOR**

**Participating jointly in academic activities requiring expertise from the Firm  
and institute on mutually agreeable basis.**

*1. L. Patel*

*[Signature]*

### **OBJECTIVES of MOU**

Parties have agreed for MOU with objectives as follows:

- To foster academic industry collaboration
- To facilitate the advancement of knowledge to the students of all the faculties of the Institute.
- To conduct, manage and organize workshops, seminars, and lectures on various topics related to CAD -CAM Software and related topics.
- To take initiatives and make required efforts to spread awareness of Latest technologies in CAD - CAM Software.
- To inculcate legitimate route of technology development, adaption and implementation among students and faculty of the institute.
- To enhance skills of students in Design & Manufacturing Engineering field

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

### **CLAUSE 1: CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. 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.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, and research organizations.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

The Institute will provide Infrastructure to organize and conduct workshops, lectures, seminars in their own campus where the professionals of the Firm, expert in their fields, through their practical knowledge will deliver the lectures to the students on various aspects of CAD – CAM Software.

The activities organized as and when decided mutually by both the parties under this MOU will be related to Mechanical Engineering.

*K. Patel*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the Seventeen March Two Thousand and Twenty Two, by and between -

**SITARAMBHAI NARANJI PATEL INSTITUTE OF TECHNOLOGY & RESEARCH CENTRE, UMRAXH and BHULABHAI VANMALIBHAI PATEL INSTITUTE OF TECHNOLOGY (DIPLOMA STUDIES), UMRAXH, Vidyabharti Campus, At & Po Baben, Ta: Bardoli, Dist: Surat,(Gujarat), India, Pin: 394601 , The First Party** represented here in by its **Dr. Piyush Jain and Dr. Atul Shah, Principal** (here in after referred to as 'FIRST PARTY' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**AND**

**Mechman Solutions, The second Party**, and represented herein by its Proprietor, **Mr. Sagar Brahmabhatt, Director** (here in after referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named: **SITARAMBHAI NARANJI PATEL INSTITUTE OF TECHNOLOGY & RESEARCH CENTRE, UMRAXH and BHULABHAI VANMALIBHAI PATEL INSTITUTE OF TECHNOLOGY (DIPLOMA STUDIES), UMRAXH** set with the objectives of imparting higher education, research and training in various branches of engineering & technology.
- B) The Second Party is an established firm extensively involved in CAD-CAM-CAE technologies services and training (hereinafter referred to as "the Firm")
- C) It has been considered to agree in writing to participate jointly in academic activities requiring expertise from the Firm and institute on mutually agreeable basis.
- D) The parties have decided to enter into a long-term collaboration for promotion and enhancement of academic interest in the field of CAD-CAM-CAE through skill-based training, workshops, lectures, seminars and other activities of mutual benefits.
- E) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

*L. Patel*

*[Signature]*

*[Signature]*

*[Signature]*

Programs for the First Party. 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. Industrial Sites for the hands-on training of the learners enrolled with the First Party.

**Research and Development:** Both Parties have agreed to carry out joint research activities in the fields of various emerging areas. However, in the case of a claim, first-party will be having a right to the same.

**Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies to bridge the skill gap and make them industry-ready.

**Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.

**Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements to maximum students. The Second Party will itself absorb the trained students as per their need.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified here in

There is no financial commitment on the part of the **SITARAMBHAI NARANJI PATEL INSTITUTE OF TECHNOLOGY & RESEARCH CENTRE, UMRakh and BHULABHAI VANMALIBHAI PATEL INSTITUTE OF TECHNOLOGY (DIPLOMA STUDIES), UMRakh** the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt with separately.

### **CLAUSE 3: INTELLECTUAL PROPERTY**

Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

### **CLAUSE 4: VALIDITY**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Mechman Solution**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Mechman Solution** the Second Party after the termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU. 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

The Institute and the firm shall mutually decide the event's date and the topic well in advance giving the experts, time to prepare on any particular title coming under the umbrella of the given subject matter.

The infrastructure required for arranging workshops, seminars and lectures shall be arranged by the Institute and the firm shall lend its support for academic as well as professional expert part. The institute shall lend its support for technology up gradation/consultancy assignments of the firm projects as per requirement from time to time on mutually agreeable basis.

Both the parties will honor the interests of their own organization

The Institute and firm jointly may appoint a joint steering group comprising of equal members from both parties for mode of communication between institute and firm and successful implementation of the MOU. A joint steering group will be composed of the following persons to look after the implementation

Sr. No.	Name and Designation from (Sitarambhai Naranji Patel Institute of Technology & Research Centre) the First Party	Sr. No.	Name and Designation from ( Mechman Solution ) the second party
1	Shri Kiritbhai N Patel, Secretary	1	Sagar Brahmhatt
2	Shri Ashwinbhai Patel, Joint Secretary	2	Pratik Mistry
3	Dr. Piyush S Jain	3	Milan parmar
4	Dr. Atul Shah	4	

Each party can nominate one representative to carry out routine business working etc.

The appointed joint steering group will make required arrangements for the lectures/ seminars/ workshops or any other event. The Institute will arrange for any specific requirement by the experts to conduct the lectures/ seminars/ workshops or any other event. The firm shall arrange for their field expert and professional to conduct the lectures/ seminars/ workshops or any other event.

Legal Liability related to software installation, operation & Maintenance will lies with the firm.

## CLAUSE 2: SCOPE OF THE MOU

The budding graduates from the institutions could play a key role in 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.

**Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training

L. Patel

**CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

It is expressly 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 is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. 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.

The parties mutually agree not to release press statements or any other written statements in connection with work performed under this Agreement intended to use in public media without the other party's consent which shall not be unreasonably withheld.

The parties agree to hold in confidence all the information/data shared or designated by the other party as being confidential which is obtained from either parties or created during the performance of this MOU and will ensure not to disclose the same to any third party without prior consent of the other party.

First Party

Second Party



IL-Pabel

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 under Indian Law with exclusive jurisdiction in the Courts of **Bardoli**.

**AGREED:**

For **SITARAMBHAI NARANJI PATEL INSTITUTE OF TECHNOLOGY & RESEARCH CENTRE, UMRAKH and BHULABHAI VANMALIBHAI PATEL INSTITUTE OF TECHNOLOGY (DIPLOMA STUDIES), UMRAKH**

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Vidyabharti Trust, Umrakh

**Shri Ashwinbhai Patel**  
Joint-Secretary,  
Vidyabharti Trust, Umrakh

**Mr. Sagar Brahmhatt**  
Director,  
Mechman Solution

**Dr. Piyush S. Jain**  
Principal, S.N.P.I.T.R.C.,  
Umrakh

**Dr. Atul Shah**  
Principal, B.V.P.I.T (DS), Umrakh



Witness1:

Witness2:

ARIF VARSİ

Witness3:

Kagei S.A.

Witness4:

