

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Bhilai Institute of Technology, Durg
AND
Augtech Nextwealth IT Services Pvt. Ltd.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31st day of Month 2021 August by and between.

Arun Arora, the First Party represented herein by its Head of Institution **Bhilai Institute of Technology, Durg**, and **Augtech Nextwealth IT Services Pvt. Ltd.** The second party, and represented herein by its Centre Head / Director / Managing Director Somesh Sharma WHEREAS:

A) First Party is a Higher Educational Institution named: **Bhilai Institute of Technology, Durg**,

B) 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.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **Augtech Nextwealth IT Services Pvt. Ltd.**, - the Second Party is engaged in **ITeS**.

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

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide 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 Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Bhilai Institute of Technology, Durg**, and the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

5.1 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.



First Party
Dr Arun Arora
BIT, DURG

Second Party

**Somesh
Sharma**
Centre Head

Digitally signed by Somesh Sharma
DN: cn=N, s=Chhattisgarh,
Phone=+919201346520, o=28931c0ddec2bf9a0
3dfe1baec79bbf114e68dd2778b,
PostalCode=492013, STREET='862/863,kargal
Chok,sundar nagar, Raipur,Raipur,Sunder
Nagar,Bindrawangarh,Raipur',
SERIALNUMBER=cba96a7e23cc607ed3c1820b6
07106d5e673c360a153037422e4309075688,
O=Personal, CN=Somesh Sharma, T=1749,
OID.2.5.4.65=9220eac278770030d9a32776064c534
c
Date: 2021-08-31 21:05:42

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Bhilai Institute of Technology, Durg (CG)

AND

Darwin Travel Tech Pvt Ltd

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31 day of August 2021 by and between.

Bhilai Institute of Technology, Durg (CG), the First Party represented herein by its Principal / Director / Head of Institution **Bhilai Institute of Technology, Durg (CG)**, And **Darwin Travel Tech Pvt Ltd**. The Second party, and represented herein by its Director Nikhil Kulkarni

WHEREAS:

A) First Party is a Higher Educational Institution named: **Bhilai Institute of Technology, Durg (CG)**,

B) 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.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **Darwin Travel Tech Pvt Ltd**, - the Second Party is engaged in operating a travel portal tripDarwin.com which is meant to help travelers create customized holiday trips.

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

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to interact with its software, get on calls or meetings with its developers, product architects and product designers and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the either party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

First Party

Second Party

Director



छत्तीसगढ़ CHHATTISGARH

N 806820

MEMORANDUM OF UNDERSTANDING
BETWEEN
BHILAI INSTITUTE OF TECHNOLOGY, DURG
CHHATTISGARH, INDIA
AND
BRAINSTATION INDIA FOUNDATION,
THANE, MAHARASHTRA, INDIA

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") executed on 07/06/2021 between Bhilai Institute of Technology, Durg having its office at Bhilai House, Durg(hereinafter referred to as "BIT" which expression shall mean and include its legal heirs, administrators and assigns) and Brainstation India Foundation having its registered office at H-1303, Azziano, Urbania Rustomjee, Thane West, Thane, Maharashtra- 400601 (hereinafter referred to as "Brainstation" or "BSIF" which expression shall mean and include its legal heirs, administrators and assigns).

BIT and Brainstation are individually referred to as a "Party" and collectively as the "Parties."

Rizal *R*

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in the Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectation of each Party.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

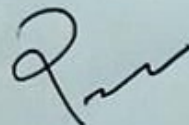
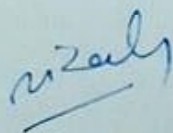
(1) PROJECT AND PURPOSE

- (a) The Parties intend to investigate the prospects of working together and/or to actually work together, on a project which will be referred to as SETTING UP AND RUNNING THE INCUBATION CENTRE ("the Project").
- (b) The Project has the following purpose ("the Purpose"):
 - (I) Providing a platform for the formation and development of ideas that have the potential to solve real-life problems.
 - (II) Mentoring students on various aspects of entrepreneurship with special focus on Financial Technology (Fin-Tech).
 - (III) Creating a culture of collaboration and mutual cooperation.
 - (IV) Nurturing individual talents from every socio-economical background.
 - (V) Giving back to the society, environment and the nation at large.

(2) NON-BINDING MEMORANDUM

The Parties hereby acknowledge and agree that:

- (a) The terms of this Memorandum are not intended to be legally binding.
- (b) The terms of this Memorandum are not exhaustive.
- (c) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.
- (d) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.
- (e) This Memorandum does not create any rights, obligations or duties for any Party.



- (f) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.
- (g) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.
- (h) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.

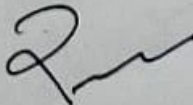
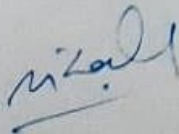
(3) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationship with one another and in order to pursue the Purpose.

(4) ROLES OF PARTIES

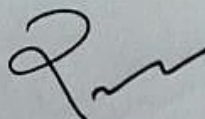
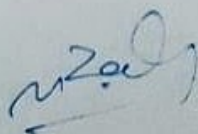
- (a) BIT will have the following obligations in relation to the Project:
 - (I) BIT will provide office space, workspace and space for events, including basic amenities, solely for the Project. Additionally, BIT will provide workspace, including basic amenities, to the students working on the Project.
 - (II) BIT will provide (if and when necessary) the existing infrastructure such as, but not limited to, laboratories, workshops, auditorium, classrooms, library high-speed internet connections, servers, audio-visual equipment, audio and video recording facilities, and temporary manpower. Also, BIT will provide temporary residence in or outside the premises, only if necessary, to invited guests, mentors and partners.
 - (III) BIT will provide teaching support (from both engineering and management wings) for in-depth discussions and analysis of ideas. This provision shall only be needed when critically required.
 - (IV) BIT will ensure ease of access to decision-makers in the institution for better and faster communication.

- (V) BIT will ensure clear and encouraging communication with the students to achieve better participation.
 - (VI) BIT will ensure widespread promotion of the Project in all available resources such as websites, Print and TV media, social media, forums, ad campaigns, brochures and other promotional materials.
 - (VII) As much as reasonably possible under their own guidelines, BIT will ensure freedom of time and movement for the students involved in the Project.
 - (VIII) BIT shall allow students to continue in the Project for a maximum period of 12 months after they have completed their studies and obtained the degree for which they had joined the institute (BIT) in the first place. This shall apply only to students who have joined the Project while still studying in the institution (BIT).
- (b) Brainstation will have the following obligations in relation to the Project:
- (I) Brainstation will conduct workshops, seminars and training in relation to the Project to help students understand the basics of entrepreneurship and begin the journey.
 - (II) Brainstation will invite industry leaders to give talk and engage with students to help them develop vision, work ethics, and learn the nuances of the business.
 - (III) Brainstation will conduct regular competitions to generate impactful ideas.
 - (IV) Brainstation will select and reward best ideas that show potential to meet the Purpose. The prize money for each selected idea will be Rs. 30000/-. For this, Brainstation will form a panel to judge the ideas. The panel will include members of Brainstation, members of BIT and select industry leaders. The decision of the panel in this regard shall be final. This obligation is limited in the manner that the winning ideas must meet the guidelines, scope, potential and applicability in the real world. The number of ideas selected shall not exceed 10 (ten) in a year; there is no minimum number. If the panel fails to find any idea worth rewarding during the year, that year the no prizes will be awarded.
 - (V) Brainstation will select top 3 (three) ideas from the ideas selected in the sub-clause above (4.b.IV). These 3 ideas will be awarded a grant of Rs. 100000/- each to help them develop it to the start-up level. In addition to the grant, Brainstation will engage with the students to solve problems and provide resources. For this, Brainstation will form a panel to judge the ideas. The panel will include members of Brainstation, members of BIT and select industry leaders. The decision of the panel in this regard shall be final. This obligation



is limited in the manner that the winning ideas must meet the guidelines, scope, potential and applicability in the real world. The number of ideas selected shall not exceed 3 (three) in a year; there is no minimum number. If the panel fails to find any idea worth rewarding during the year, that year the no prizes will be awarded.

- (VI) Brainstation will help the winning ideas (selected in the sub-clause 4.b.V) to launch the product and form the start-up. Brainstation will help the start-up to register the company, seek seed funding, attend conferences and employ talents.
 - (VII) Brainstation will organise regular events for to generate ideas, increase visibility of the Project or increase communication with various stakeholders of the society.
 - (VIII) Brainstation will invite companies, institutions and government agencies to invest in the Project. This will be done in the form of grant or research or projects to complete.
 - (IX) Brainstation will promote interaction between the Project and communities to help student understand the real-life problem at the core. This interaction may be in the form of trips, lectures, media or reports.
 - (X) Brainstation will promote the Project in all available resources such as websites, Print and TV media, social media, forums, ad campaigns, brochures and other promotional materials.
- (c) Both Parties will have the following joint obligations in relation to the Project:
- (I) Both Parties will jointly seek projects, grants and opportunities from government and private sector institutions.
 - (II) Both Parties will jointly organise events, both online and offline, to attract ideas, talent and industry leaders to help develop the Project.
 - (III) Both Parties will jointly represent the Project and ideas developed in the Project in regional, national and international events, forums, communities and publications.
 - (IV) Both Parties will promote the Purpose in all aspects of activities and engagements related to the Project.



(5) COMPETITION

- (a) For the sake of clarity, this "Competition" clause, like the rest of this Memorandum, is not intended to be legally binding. The Parties acknowledge and agree that if they need to be protected by a binding Non-Compete Agreement, they will prepare such a binding Non-Compete Agreement separately.
- (b) Each Party respectively agrees that, for the period of time as set out in this clause ("the Time Period") after the Party ceases to participate in the Project, and within the geographical area set out in this clause ("the Geographical Area"), the Party will not, either directly or indirectly, whether as employee, partner, sole trader, manager, director, advisor, agent, representative, affiliate, consultant, shareholder, unit holder, trustee, contractor or otherwise, undertake any of the following:
 - (I) Soliciting, hiring or attempting to hire any other parties or any employees or staff that are working in connection with the Project.
 - (II) Soliciting any customers or clients of the Project.
- (c) For the purpose of this clause, "the Time Period" means, from the date the Party ceases to participate in the Project: 12 MONTHS.
- (d) For the purpose of this clause, "the Geographical Area" means: India.
- (e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(6) INTELLECTUAL PROPERTY

- (a) In connection with each Party's participation in the project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").
- (b) For the purpose of this Memorandum, "Project Intellectual Property" includes but is not limited to:
 - (I) Information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and
 - (II) Intellectual property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or somebody else); and

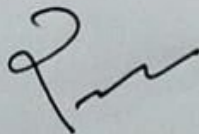

Ritaj

R

- (III) Intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:
 - (A) Directly, indirectly, independently or in cooperation or conjunction with another person or persons; and,
 - (B) During the Party's ordinary working hours, or outside the Party's ordinary working hours; and,
 - (C) At the location where the Party ordinarily participates in the Project, or in some other location.
- (IV) Intellectual property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and,
- (V) Intellectual property that relates to any other way to the Project or any business which is developed in connection with the project.
- (c) Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.
- (d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.
- (e) Each Party's respective obligation under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(7) TIMING AND DURATION OF PROJECT

- (a) This Memorandum will commence on 07/06/2021.
- (b) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.
- (c) The Parties may terminate this Memorandum by mutual agreement.
- (d) Either Party may terminate this Memorandum by providing 1 (one) month notice, clearly mentioning the reasons for termination, in writing to the other Party.



(8) CONSEQUENCES OF TERMINATION

- (a) In the event that this Memorandum is terminated:
- (I) Neither Party will, under this Memorandum, incur any financial liability to the other Party.
 - (II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort or equity.
 - (III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if dictated to do so by the Second Party.
 - (IV) Each Party will respect the clauses and sub-clauses that survive the termination of this Memorandum.

(9) FINANCIAL ARRANGEMENTS AND COSTS

- (a) Both Parties understand that all financial arrangements between the Parties have to be further negotiated and mutually agreed, and will depend on the availability of funds.
- (b) Both parties may seek financing of joint activities from internal and external sources available to them.
- (c) Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

(10) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, element of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hinderance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hinderance or delay, as applicable, of those obligations affected by Force Majeure Event for as long as

Rizal

[Signature]

such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate resources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on mutual course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties a notice of termination in writing.

(11) NON-SOLICITATION

Notwithstanding any provisions to the contrary, each of the Parties agree that the Parties (or any Person forming part of the Parties) shall not for a period of 24 months from the date of this MOU:

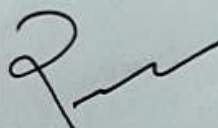
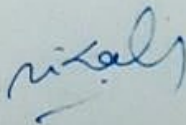
- (a) Directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner, or otherwise) any employee or consultant of the other Party.
- (b) Directly or indirectly, approach, canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind, or a composite of the same or in any other manner), any employee, vendors, customer, consultant, contractor, or agent of the other Party.

(12) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(13) GENERAL COORDINATORS

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. These offices are:



For BIT:

Name: Dr. Mohan Kumar Gupta

E-mail: mk.gupta@bitdurg.ac.in

Tel: 9340447442

For Brainstation:

Name: Mr. Vikalp Dubey

E-mail: vikalpdubey@gmail.com

Tel: 09717383534

(14) REVIEW AND AMENDMENTS

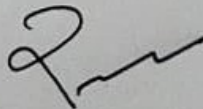
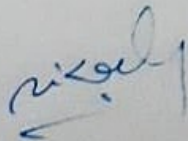
- (a) This Memorandum may be amended or revised if both Parties agree.
- (b) Any change, revision, alteration, amendment, or modification to this MOU must be made in writing and signed by authorised representatives of both the Parties.
- (c) All changes, revisions, alterations, amendments or modifications shall be effective from the date of signature by authorised representatives of both the Parties.

(15) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties, or obligations between the Parties with respect to the subject matter hereof.

(16) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.



(17) DISPUTE RESOLUTION

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) The courts in [Durg, Chhattigarh, India] shall have exclusive jurisdiction over any disputes, differences or claims arising out of this MOU.

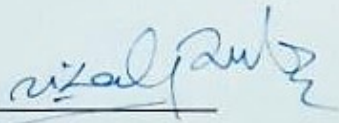
(18) GOVERNING LAW

This MOU and all disputes arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS [07/06/2021]



**Bhilai Institute of Technology,
Durg, Chhattisgarh, India**



**Brainstation India Foundation,
Thane, Maharashtra, India**

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Bhilai Institue Of Technology, Durg
AND
Shanrohi Technologies Pvt Ltd

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 01 day of Month July 2021 by and between.

Bhilai Institue Of Technology, Durg, the First Party represented herein by its Dr Mohan Kumar Gupta Head of Institution **Bhilai Institue Of Technology, Durg**, And **Shanrohi Technologies Pvt Ltd** . The Second party, and represented herein by its Rakesh Biswal, Founder & COO.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Bhilai Institue Of Technology, Durg**
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Shanrohi Technologies Pvt Ltd** - the Second Party is engaged in building software for automotive industry.

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

CLAUSE 1 : CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2: SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide 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 Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the Bhilai Institute Of Technology, Durg , the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3: VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

First Party



Dr Mohan Kumar Gupta, Principal, BIT Durg

Second Party



(RAKESH BISWAL), Centre Head

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Bhilai Institute of Technology, Durg
AND
Sanjeev Kasliwal & Associates

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31st day of August 2021 by and between.

Bhilai Institute of Technology, Durg, the First Party represented herein by its Principal / Director / Head of Institution **Bhilai Institute of Technology, Durg**. And **Sanjeev Kasliwal & Associates**. The Second party, and represented herein by its Director Mr. Sanjeev Kasliwal.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Bhilai Institute of Technology, Durg**
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Sanjeev Kasliwal & Associates**, - the Second Party is engaged in **Civil Engineering and Sustainability field**.

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

CO-OPERATION

CLAUSE 1

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

SCOPE OF THE MoU

CLAUSE 2

2.1 Industrial Training & Visits: Industry and Institution interaction will provide 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 Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

JKW
SANJEEV KASLIWAL & ASSOCIATES
MEMORANDUM OF UNDERSTANDING
BETWEEN
BHILAI INSTITUTE OF TECHNOLOGY, DURG
AND
SANJEEV KASLIWAL & ASSOCIATES
DURG
31/8/21

P
31/8/21

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Bhilai Institute of Technology, Durg**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

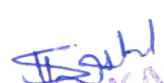
CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 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.


3/18/21
First Party
Dr. M.K. Gupta
Principal
Bhilai Institute of Technology
(Seth Balkrishan Memorial)
Bhilai House, Durg - 491001
Chhattisgarh, INDIA


Second Party
Centre Head
SANJEEV KASLIWAL
M.E. (Structural) - I.I.T. M.I.C.I.
Competent Person
Industrial Health & Safety
Govt. Approved valuer
CAT-1/6/12/06-07