**MEMORANDUM OF UNDERSTANDING (MOU)**

**COEP TECHNOLOGICAL UNIVERSITY**

&

**Company name / Collaborator**

This Memorandum of Understanding (MoU) is executed on the date last signed to be effective from --------------- between:

**COEP Technological University**, an autonomous Institute of Govt. of Maharashtra duly constituted under Maharashtra Act. No. XXXV of 1994 and an Institute of national heritage and importance (hereinafter referred to as "CoEP Tech") having its establishment at Wellesley Road, Shivajinagar, Pune – 411005, Maharashtra, INDIA (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) party of the FIRST PART.

AND

**Name of Collaborator**, a company incorporated under the Companies Act, 1956, having its registered office at **address of the collaborator** ,(hereinafter referred as "Company" which expression shall, unless excluded by or represent to the context, be deemed to include its successors and assigns);

*(COEP Technological University,* ***XYZ*** *are individually referred to as party and collectively as parties).*

WHEREAS:

(a) COEP Tech is a Higher Educational Institution named: “COEP Technological University”, which is an autonomous institute of Government of Maharashtra established in 1854 to provide instruction and research in various branches of engineering and technology for the advancement of learning and dissemination of knowledge in such branches. It is a top-tier Institute in India that boasts of a 166-year culture of academic excellence, scientific breakthroughs, and high-tech innovation. As COEP Technological University works diligently to realize its mission of providing the best learning, teaching and research opportunities to students and academicians alike, it continues to support students with the basics of modern knowledge and high values. The hallmark of COEP Technological University education is its strong and widespread alumni network, support of the industry and the camaraderie that the institute shares with several foreign universities. The institute is consistently ranked amongst the top 50 technical colleges in India and its alumni have contributed a lion’s share in development of national infrastructure.

(b) **XYZ** is engaged in the manufacture, marketing, distribution and sale of consumer durables and home appliances including but not limited to Refrigerators, Washers, Microwave ovens, Air-conditioners, Washing Machines, Built-in appliances and other Household appliances and related spare parts, components and accessories. Besides the manufacturing facility, the GTEC Center is a facility working and collaborating on several research and development initiatives for appliances manufactured by the Company across the globe.

(c) The Memorandum of understanding (MOU) is a statement of joint interest of both parties with the objective of fostering collaboration between the two institutions to promote academic collaboration and engagement. COEP Tech and XYZ wish to enter into a MOU wherein the Parties can explore possibilities of engagement & collaboration through the various engineering, technology & research capabilities offered by COEP Tech leading to drive integrated problem solving.

(d) The Parties intend to cooperate and focus their efforts on cooperation within the areas of skill based education, training, internship, placement, industrial visit, expert lecture, collaborative research projects etc.

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

1. **OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding, interalia is:

1. to promote interaction between COEP Technological University, XYZ in mutually beneficial areas.
2. Value added engagement from both parties to enhance the knowledge base of employees of the Company and sharing industry best practices to students & faculties of various disciplines of COEP Tech.
3. to provide a formal basis for initiating interaction between COEP Tech and **XYZ** .
4. **PROPOSED MODES OF POTENTIAL COLLABORATION**

COEP Tech and Company may collaborate through one or more of the following projects or any such other projects as may be mutually agreed in between the Parties:

1. Summer internship to Undergraduate/Postgraduate Students of COEP Technological University.
2. Arranging Industrial visits of UG/PG students to its manufacturing location in Pune.
3. Explore opportunities for joint research programmes undertaken by faculty of COEP Technological University and **XYZ** personnel on topics identified by XYZ of India.
4. Visits of faculty to XYZ for study and discussions or delivering guest lectures on subjects of mutual interest.
5. Visits of XYZ employees to the Institute for seeing research work and laboratories, discussions and delivering lectures on industrial practices and trends, sabbatical, and co-teaching.
6. Workshops, conferences, and symposia with joint participation of the faculty of COEP Technological University and XYZ
7. Short-term assignment, live projects to faculty members and students in **XYZ**
8. Training / education of **XYZ** personnel through education programmes conducted by COEP Tech in areas of interest to XYZ of India Limited
9. Any other appropriate mode of interaction agreed upon between COEP Technological University and **XYZ**

Future potential opportunities such as following can be mutually explored

1. Sponsoring including funding student projects for UG/PG.
2. Sponsoring including funding fellowships for M.Tech/PhD Program.
3. Sponsorships of R&D Laboratories at the Institute.
4. Training / Education including practical exposure of COEP Technological University faculty, through Faculty Education Programs conducted by XYZ in areas of interest to COEP Technological University, **XYZ**
5. **CONFIDENTIALITY**
   1. The term “Confidential information” shall mean any information disclosed by one

party (“Discloser”) to the other (“Receiver”), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as “Confidential” or ‘Proprietary’ or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

* 1. For the term of this MoU, each party, shall treat as confidential all confidential

information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information and shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by other party under this MoU.

* 1. **Confidential information shall not include the information which**.

1. was generally known and available at the time it was disclosed or became generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
2. is disclosed with the prior written approval of the disclosure.
3. was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.
4. becomes known to the receiver, without restriction, from a source other than the disclosure without breach of this M.O.U. by the receiver and otherwise, not in violation of the discloser’s rights.
5. In addition, each party shall be entitled to disclose the other party’s confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.
6. The parties shall, upon expiration of this MOU, promptly deliver to each other all material in its or in its employees’ possession or control containing such confidential information.
7. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of three-year subsequent academic years. However confidential information in the nature of intellectual property rights, trade secrets and/or such confidential information which needs to be protected/kept confidential owing to applicable law(s) shall be kept confidential in perpetuity by the receiving party.
8. **Intellectual property**
9. XYZ shall retain all rights, title, and interest in and to any research project IP generated by using XYZ Confidential Information. employees (“**XYZ** IP”). COEP Tech shall retain all rights, title, and interest in and to any Research Project IP generated solely by COEP Tech faculty or students (“University Project IP”) without the use of any XYZ Confidential Information. Nothing in this MOU grants any authority for any Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, without the prior consent of the other Party.
10. COEP Tech hereby assigns to **XYZ** all intellectual property rights, whether patentable or not, created in whole or in part, by its faculty, employees, agents, students or in collaboration with XYZ as part of this MOU.
11. At the expense and upon request of **XYZ**, COEP Tech and its faculty shall execute all documents evidencing assignment of all patent, trademark, and/or copyright applications and registrations to XYZ, its successors, assignees, or nominees, and shall fully cooperate with **XYZ** and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect **XYZ** 's rights therein.
12. **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, during the Term and for 1 year after expiration or termination of this MOU, the student or faculties of COEP Tech involved in the projects, research etc. with **XYZ**, shall not be involved in any similar projects, research etc. with or for a competitor of **XYZ**.

1. **Amendment To MoU**

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

1. **TERM AND TERMINATION**
   1. This MoU shall be valid for a period of 3 years and can be terminated by either parties with a prior written notice of 3 months served on the other Party.
   2. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
   3. In the event of expiry or termination of this MoU (irrespective of the reason for such termination), the following shall apply:
2. COEP Tech shall submit to **XYZ** all the supporting documents, working papers, research information gathered pursuant to any collaboration under this MOU.
3. **RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Except as expressly set forth in this Agreement, no Party is by virtue of this Agreement authorized as an agent, a partner, employee or legal representative of the other Party, and the relationship of the parties is, and at all times will continue to be, that of independent parties.

1. **ASSIGNMENT**

It is understood by the Parties herein this MoU is based on the professional competence and expertise of each party and hence neither Party shall not transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

1. **FORCE MAJEURE**

If either Party is prevented from or delayed in carrying out any of its obligations under this MOU by reason of force majeure, the Party whose performance is so prevented or delayed, upon prompt written notice thereof to the other Party, shall be excused from such performance to the extent and during the period of such prevention or delay.

Force Majeure shall mean any cause which is beyond the control of the Party invoking force majeure, including, but limited to, and whether or not of the same class or kind like: any government authority, riot, war, hostilities, public disturbance, an act of the public enemy, strike, Government orders, pandemic, epidemic, lock-out or other labor disputes, fire, flood, earthquake, storm, explosion, or acts of God.

1. **GOVERNING LAW & DISPUTE RESOLUTION:**

This MOU and any collaboration under it will be governed by laws of India. The Parties will attempt amicably to resolve any controversy, dispute or difference arising out of this MOU. However, if no such resolution is reached, the Parties consent to submit to arbitration under the Arbitration & Conciliation Act, 1996. The arbitration proceedings will be presided by a sole arbitrator appointed mutually by the Parties and the venue of arbitration shall be Pune. The proceedings shall be held in the English language. The award shall be binding on the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law. The courts in Pune hall have exclusive jurisdiction to try any matter under this MOU.

1. **ANTI-CORRUPTION**

Each Party agrees, with respect to any activities undertaken relating to this Agreement, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in this regard (the “Legislation”). Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this Agreement are knowledgeable regarding the purpose, provisions and principles of Legislation.  Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this Agreement, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation.  COEP Tech shall abide by **XYZ** Code of Conduct for Suppliers and Service Providers, attached as Annexure A to this Agreement, at all times.

1. **COSTS OF THE MOU**

Each Party shall bear the respective costs of carrying out the obligations under this MoU.

1. **GENERAL**
2. Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party and the details of such a representative will be part of the respective scope of the project.
3. COEP Tech while ensuring the implementation of the purpose shall be solely responsible for obtaining all statutory permissions/ licenses/ approvals required, if any, for the said purpose. **XYZ** shall not be responsible or liable except to the limited extent of contribution for the purpose.
4. In case any assets are purchased or created out under any projects initiated under this MOU, then COEP Tech shall ensure that such assets are not be alienated, leased, hypothecated, mortgaged or disposed-off in any manner by the any person without the prior written approval of **XYZ** and such assets shall always remain the exclusive property of **XYZ**.
5. In the event of any loss/damage/expenses etc. occasioned to **XYZ**, as a result of any lapse/neglect/fault/omission/act by the COEP Tech, breach of any applicable law, breach of any provisions of this MOU, then **XYZ** shall be entitled to claim from the COEP Tech, the value of said loss/damage/expenses etc.
6. **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.

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| --- | --- |
| On behalf of | On behalf of |
| COEP Technological University  5, Wellesley Road  Shivajinagar, Pune – 411005 | **Company Name of the collaborator** |
| By :  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By :  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name : **Dr S. Sonawane** | Name : …………………… |
| Title **: Registrar** | Title : …………………….. |
|  |  |
|  |  |
| Witness  1. Director (xxx) | Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. Concerned Faculty / HoD |  |
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**ANNEXURE**

**Proposed Work plan**

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| **Sr No** | **Scope of MoU** | **1 st year** | **2 nd year** | **3 rd year** |
| 1 | **Sponsored Project / Consultancy Project**  (Mention title of the sponsored project, faculty, total cost of the project considering all relevant rules and regulations of COEP Tech applicable in sponsored / consultancy project such as university overhead expenses; stipend to student, etc). Indicate cost of the project per year. |  |  |  |
| 2 | **Short term courses**  (Mention Title of short-term programs, total hours of lectures, funding, etc in accordance with CEP Rules and regulations of COEP Tech). Indicate cost of CEP / Registration fee for outside participants, etc. |  |  |  |
| 3 | **Internship to students**  (Period of internship, how many students to undergo as per the requirement of Curriculum and academic calendar) |  |  |  |
| 4 | **Any other activities**  (Relevant challenging assignment which will add value to Knowledge wealth and upgradation of student’s skill and faculty exposure such as industrial training, exchange program, New laboratory facility creation, etc). Any budget / cost proposed by the sponsors ? |  |  |  |

**For COEP Tech**

Concerned faculty HoD

**For Sponsor** Authorized representative