



NBN SINHGAD TECHNICAL INSTITUTES CAMPUS
NBN SINHGAD SCHOOL OF ENGINEERING

Approved by AICTE, New Delhi, Recognized by Government of Maharashtra &
Affiliated to Savitribai Phule Pune University (ID No. - PU/PN/Engg/432/2012)

S. No. 10/1, Ambegaon (Budruk), Off Sinhgad Road, Pune 411041

Sinhgad Institutes

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FOUNDER PRESIDENT

DR. (MRS.) SUNANDA M. NAVALE
B.A., M.P.M., Ph.D.
FOUNDER SECRETARY

DR. Y. P. REDDY
M.Tech(Mech.), Ph.D. (Mech.)
PRINCIPAL / DIRECTOR

MEMORANDUM OF UNDERSTANDING (MOU)

Between

MASS Technologies

And

**Department of Computer Engineering
Of**

NBN Sinhgad School of Engineering, Ambegaon, Pune

This Memorandum of Understanding (MOU) is made and entered into on 5/10/2018, at Pune, BY AND BETWEEN, **MASS Technologies**, a company having its registered office at 6D, 3rd Floor, Noble Manchester, Opp. Navale Hospital, Narhe, Off Sinhgad Road, Pune-411041 (hereinafter referred to as **MASS Technologies**(which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns);NBN, Sinhgad School of Engineering(referred to as NBN), S.No. 10/1,Ambegaon(Bk),Off Sinhgad Road, Pune-411041(hereinafter, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

MASS TECHNOLOGIES and the **NBN** are hereinafter referred collectively as "Parties" and individually as "Party".

About: MASS TECHNOLOGIES

MASS TECHNOLOGIES, is the total IT Solutions Company where we cater diverse services including software development, web development, Academic research projects, Training (corporate and academics). We are the full service software development and training organization specialized in hands on learning. We provide a wide variety of IT solutions and services to Institutions and corporates.

Our focus is providing customers with reliable, leading edge technologies at very reasonable price. At Mass Technologies we specialize in more than just quality education delivering to the students. Our goal is to help students in getting good employability.

We are pioneers in providing training in diverse education fields like Soft Skills Programming, Networking, Information N/W Security, Database, and Operating System.

About: NBN Sinhgad School of Engineering, Pune (NBN)

NBN Sinhgad School of Engineering is located at S. No. 10/1, Ambegaon(Bk), Pune-411041. The Institute is approved by AICTE, New Delhi, recognized by D.T.E., Govt. of Maharashtra and affiliated to Savitribal Phule Pune University (SPPU). Currently Institute offers Bachelor of Engineering (B.E) courses in Computer Engineering, Electronics and Telecommunication, Information Technology, Mechanical Engineering and Electrical Engineering. The Institute is committed to grow on the path of delivering distinctive high quality education fostering research, creativity and discovery.

Objective of this MOU

1. MOU is for the purpose of enriching the technical education in new subject areas, teaching- learning process and to jointly work for enhancing the quality of education being imparted to Computer Science and Engineering students.
2. MOU is to enhance the quality of the technical education for students to enable them to meet the industry needs and to be recognized globally.

Scope of Work - MASS Technologies

1. Faculty/Student Development program.
2. Sponsor UG projects.
3. Internship/Industrial Training of Students & Staff.
4. Technical Guidance for Lab Developments & Setups.
5. Provide a platform for academicians for research and consultancy work at their premises.
6. Sharing Industry oriented-courseware and Technology to create an industrial awareness among students / teaching faculties

Scope of Work – NBN Sinhgad School of Engineering (NBN)

NBN agrees to provide *MASS Technologies* facilities such as classrooms & other required infrastructure, including but not limited to projector, screen, Internet, Audio/visual facility, flip charts and markers to give training to the students.

NBN shall provide sufficient advance notice to *MASS Technologies* regarding any examination dates, vacation or other holidays when classes will not happen. NBN or any other person is not allowed to carry out any sort of video recordings of the training conducted by the *MASS Technologies* at the NBN premises.

1. All payments shall be made by DD/Cheque(s) in favour of "*MASS Technologies*".
2. All invoices shall be raised in favour of NBN Sinhgad School of Engineering, Ambegaon, Pune-41
3. TDS will be deducted from the payments made, as applicable.

Obligation of Work – MASS Technologies

Either Party shall not use logos, trademarks, trade names or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

1. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.
2. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.
3. Each party shall be at liberty to terminate this MOU with a written notice period of 60 (sixty) days / (2) months to the other party without any compensation and seeking legal redress.
4. In case of termination of this MOU, MASS Technologies agrees to fulfil their commitments towards the enrolled students and to complete the remaining training for the particular semester.
5. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Pune, Maharashtra.
6. Courts in Pune shall have exclusive jurisdiction to settle all disputes and differences arising out of this MOU, whether during its term or after expiry / earlier termination thereof.
7. Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.
8. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
9. Each Party shall bear its own legal, and other costs, charges and expenses connected with the negotiation, preparation and execution of this MOU or any other agreement incidental to or referred to in this MOU.
10. This MOU may not be amended or modified except by an instrument in writing signed only by the authorised signatories on behalf of both the Parties. In witness whereof, both Parties put their hard seal on the day, month and year herein mentioned.


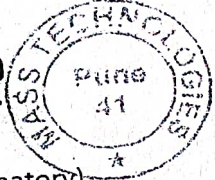
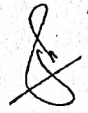

11. Profiles of the concerned faculty in terms of their qualifications and experience shall be provided by MASS Technologies and shall be agreed upon by NBN prior to start of training for a particular semester.
12. MASS Technologies should not depute faculty other than the ones approved by NBN.
13. Professional ethics, code of conduct and disciplinary approach shall be maintained by MASS Technologies faculty towards students at all the times. Any misbehaviour by MASS Technologies faculty shall attract immediate replacement of the concerned trainer.
14. Faculty from MASS Technologies may be evaluated by senior faculty from NBN in terms of delivery and contents of the sessions. Appropriate written feedback will be provided to MASS Technologies in case of improvement required. MASS Technologies will take necessary steps to ensure that corrective actions are taken.
15. MASS Technologies faculty will also be evaluated by students by way of "online" feedback mechanism and minimum expected feedback is 7 (on a scale of 10).
16. MASS Technologies will be issued participation certificate to all participating candidates after successful completion of training.
17. Both the Parties may address the issue of providing joint participation / completion certificates to the enrolled students after successful completion of the program.

Obligation of Work – NBN Sinhgad School of Engineering (NBN)


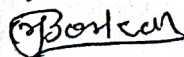
1. NBN may receive information proprietary to 'MASS Technologies' and vice versa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by NBN/MASS Technologies from third Parties without accompanying secrecy obligations; (c) is already in NBN / MASS Technologies possession and was lawfully received from sources other than MASS Technologies and Institute or (d) is independently developed by Institute/MASS Technologies.
2. The two Parties understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the NBN/MASS Technologies for the benefit of others.
3. All information or correspondence including information shared with or exchanged by MASS Technologies or the NBN or any of its employees, agents, officers, directors and contractors in connection with this MOU including all training materials, training content & methodologies, classroom & trainer notes, assessment tests etc. will be the sole and absolute property of MASS Technologies including intellectual property and proprietary rights.
4. Either Party shall not use logos, trademarks, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior

written approval from other Party. NBN agrees and confirms that during the term of this engagement and for a minimum period of twenty four (24) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by MASS Technologies, who is directly or indirectly associated with the project.

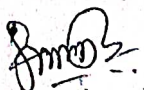
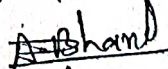
Authorized Signatory:

For MASS Technologies	For Department of Computer Engineering NBN Sinhgad School of Engineering, Ambegaon Pune
Name: Mr. Milind Ankleshwar  (Authorized Signatory) 	Name : Mr. Amol Dhumane  (Authorized Signatory) 
Designation :- Director	Designation:- HOD, Department of Computer Engineering

Witness:

- 
Changise Manik B.
- 
Minal B. Borkar.

Witness:

- 
A.P. Tilak
- 
A.D. Bhand