

**MEMORANDUM OF UNDERSTANDING**  
Between  
**NBN Sinhgad School of Engineering, Pune**  
And  
**ELEATION**  
**TERMS OF SERVICES AGREEMENT**

The following terms of service (the "Agreement") will be effective from **05<sup>th</sup> September 2018**.

**BETWEEN : ELEATION – ELEMENT SIMULATION ACADEMY**  
307, 3<sup>rd</sup> Floor, Kamla Arcade, In Front of Bai Gandharv, J.M. Road, Pune, Maharashtra – 411005.  
(the "Service Provider")

**AND : NBN Sinhgad School of Engineering, Pune.**  
Ambegaon BK, S. No. 10/1, Off. Sinhgad Rd, Pune, Maharashtra 411041

WHEREAS, the service provider is in the business of development, supply and operation of products and services related to technical education and training in the field of CAE / FEA / FEM; and

WHEREAS, the service provider is setting up Value Addition Program in which it has approached the client to participate on mutually beneficial basis; and

WHEREAS, the client has expressed its interest in running the Value Addition Program at its premises and is committed to working towards making it success; and

WHEREAS, this Agreement contains the Service Provider's terms of Agreement.

Now, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

**1. SERVICE PROVIDED**

In order to meeting the increasing demand of technical students and engineering educational institutes about providing quality technical education the service provider has come out with a proactive program to share its knowledge with the students at the Client's location. The Service Provider has agreed to manage and run the Value Addition Program at the Client's premises.

**2. GENERAL TERMS OF SERVICE**

- a. The Service provider will manage and run course on CAE softwares' at Client's premises.
- b. All correspondence between the Service Provider and the Client will be done in writing. The Client will nominate an authorized person who will be the figurehead for all future correspondence.
- c. A program schedule will be provided by the Service Provider to the Client within 7 days of signing of this agreement. This schedule will be designed in close coordination with the Client's authorized person.
- d. Detailed schedule and content for each module will be provided to participating students in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exams / test, the matter has to be resolved between mutual understandings. At the end of module, examination to evaluate performance of student will be conducted. The results are to be displayed.

- e. At the end of module, Service Provider is supposed to take the Exam of every student on the basis of entire course content.
- f. All items related to course schedule, fee and payment schedule are present in Annexure A of this document.
- g. The Service Provider will provide the Certificate to Students depending upon their grades earned by the students in the test he has conducted.

### 3. OBLIGATIONS OF THE SERVICE PROVIDER

- a. The Service Provider will run a course on CAE Softwares' at the Client's premises. All resources required in terms of course delivery, trainers, content required, hands-on training kits and courseware will be brought in by the Service Provider.
- b. The Service Provider should provide the faculty which came in the institute for demonstration. The client will be taking the feedback from students as well as from the authorized person.

### 4. OBLIGATIONS OF THE CLIENT

- a. The Client will take proactive steps towards promotion of the Value Addition Program. In this regards the Client will nominate one authorized person who will be direct communication link between Service Provider and Client.
- b. After the MOD1.1 the enrolment for next module is the responsibility of both client and Service Provider and is based on the feedback received from enrolled students during MOD1.1. The Client will provide at no cost to the Service Provider relevant publicity measures in order to meet the minimum requirements of students for the program.
- c. The client shall also provide the necessary infrastructure required for the program. These include necessary classrooms and other reasonable infrastructure required for the commencement of the course itself. Lodging and Boarding cost shall be borne by Client for the duration of training program. Nominal facilities will be offered by Client.
- d. Detailed Schedule and content of each module will be provided to participating students well in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exams / test, the matter is to be resolved with mutual understanding. At the end of each module, examination to evaluate performance of student will be conducted. The results are to be displayed.
- e. The Client will undertake all measures towards effective collection of fees for the program conducted by the Service Provider, Details of fees structure are documented in Annexure A.

### 5. TERM OF THE CONTRACT

The service agreement will be valid for a term of one year from the date of signing of the agreement and can be extended on mutual consent.

### 6. TERMINATION BY CLIENT

Client may terminate this agreement if any deficiency in the quality; by giving proper intimation to the Service Provider.

However, the Client will consider the recommended students till the date of termination of the contract and will be liable to the above obligations for the recommended set of students.

### 7. TERMINATION BY THE SERVICE PROVIDER

Service provider may terminate this agreement and stop acting for the client if;

- a. The Client doesn't comply with the agreement; or
- b. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or



- c. Service Provider believes on reasonable grounds that, by continuing to act for the Client, it may breach the professional conduct rules which are binding upon professionals in the education industry.

#### **8. MUTUAL SUPPORT AND COOPERATION**

Each of the Service Provide and Client agrees that it will take all steps reasonably necessary, at its own expense, to:

- a. To designated key individuals to perform its obligations here under.
- b. To conduct periodic meetings of all such key individuals and others as necessary.
- c. To fully cooperate with all reasonable requests for assistance.

The parties will make diligent efforts through their respective key individuals to identify the causes of any problem in the services and to make adjustments, in and equitable fashion, in order to address and resolve such problems.

#### **9. NON DISCLOSURE**

- a. The Client undertakes not to Disclose or allow to Disclosed or copy or allow to be copied any material, collateral, training guides, books or manuals, strategies etc provided by the Service Provider to any other third party or institute.
- b. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party's prior consent as to such release or announcement.

#### **10. NON SOLICITATION**

The Service Provider and the Client recognize that their individual employees, consultants and other resource personnel are invaluable assets for the respective organizations and undertake that they will not recruit, attempt to recruit, employ, or offer any work or consulting to any employee, consultant or resource person from each other's organisations either directly or indirectly for a period of a year after the termination of the contract.

#### **11. ARBITRATION**

Differences of opinions, if any arising during the period of agreement, will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under these conditions with this agreement, except as to any matters the decision of which is specially provided for by these or their special conditions, the same shall be referred to the sole arbitration of two signatories of this agreement. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration will be finalizes later on in such case.

#### **12. FORCE MAJEURE**

Any failure or delay in the performance of the Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from fire, storm, flood, or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemics or quarantine restrictions, unforeseen equipment failure or inability to access essential raw materials despite commercially reasonable best efforts to do so.

#### **13. INDEMNITY CLAUSE**

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's Fees) arising out of or resulting from the breach of the provisions herein.

**14. NOTICES**

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

#### ANNEXURE A

Based on the current demand of CAE in industry, we have best in class training modules in ANSYS and HyperWorks, covering from basic to advance and theory to practical on industrial problem based on different domains.

We have 3 levels for Sinhgad Students covering from basic to advance as per industry requirements. All the 3 level will have

- Theory Classes and Hands On training at Sinhgad Institutes.
- Certificate of Training (Certificate of Participation) – All the students will get training certificate.
- Certificate of Appreciation – Students solving the industrial projects will get Certificate of Appreciation.
- Joined Certificate by ELEATION and Sinhgad Institute.
- Access to Online Training videos, Theory PDF, 300+ mini projects.
- License version of ANSYS Software and Altair HyperWorks Software.

Level – 1: For 2<sup>nd</sup> Year Mechanical, Civil & Production Engineering students.

- Covering Theory of FEM and CAE, Geometry Editing, Meshing
- Course Fees : INR 3000/- per students all inclusive
- Course Duration : 30 Hours

Level – 2: For 3<sup>rd</sup> Year Mechanical, Civil & Production Engineering students.

- Covering Structural Simulation Techniques
- Course Fees : INR 3000/- per students all inclusive
- Course Duration : 30 Hours

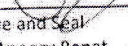
Level – 3: For 4<sup>th</sup> Year Mechanical, Civil & Production Engineering students.

- Covering CFD, Optimization, Fatigue and Dynamic Simulation techniques
- Course Fees : INR 3000/- per students all inclusive
- Course Duration : 30 Hours


Note : Based on the current demand of CAE Engineers, Service provider will run a fast track batch for 2019 and 2020 batch students covering all levels. Course Duration will be 50 Hours and Course Fees will be INR 5000/- in which service provider will conduct In-House Training on ANSYS and HyperWorks Software.




To,  
ELEATION, Element Simulation  
Academy,  
307, 3<sup>rd</sup> Floor Kamla Arcade, In Front of  
Bal Gandharv, J.M. Road, Pune, Maharashtra  
411005  
For and on Behalf of ELEATION - Element Simulation Academy

  
Signature and Seal Proprietor  
Name: Apoorv Bapat  
Designation: CEO and Founder


To,  
Department of Mechanical Engineering,  
NBN Sinhgad School of Engineering, Pune.  
Ambegaon BK, S. No. 10/1, Off. Sinhgad Rd, Pune, Maharashtra 411041  
For and on Behalf of NBN Sinhgad School of Engineering, Pune.

  
Signature / Seal  
Name: Prof. Abhijit A. Patil  
Designation: Head of Department - Mechanical Engineering.  
HOD  
Dept. of Mechanical Engineering  
NBN Sinhgad School of Engineering  
Ambegaon(Bk.), Pune - 411 041

To,  
Department of Electrical Engineering,  
NBN Sinhgad School of Engineering, Pune.  
Ambegaon BK, S. No. 10/1, Off. Sinhgad Rd, Pune, Maharashtra 411041  
For and on Behalf of NBN Sinhgad School of Engineering, Pune.

  
Signature / Seal  
Name: Prof. Pooja P. Kulkarni  
Designation: Head of Department - Electrical Engineering.  
HOD  
Dept. of Electrical Engineering  
NBN Sinhgad School of Engineering  
Ambegaon(Bk.), Pune - 411 041

To,  
The Principal  
NBN Sinhgad School of Engineering, Pune.  
Ambegaon BK, S. No. 10/1, Off. Sinhgad Rd, Pune, Maharashtra 411041  
For and on Behalf of NBN Sinhgad School of Engineering, Pune.

  
Signature / Seal  
Name: Dr. Y. P. Reddy  
Designation: Director and Principal.  
Principal  
NBN Sinhgad School of Engineering  
Ambegaon(Bk.), Pune-411 041.