



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 03-10-2017.

**Between**

**NBN Sinhgad School of Engineering**, situated at Sinhgad Technical Education Society's, NBN Sinhgad Technical Institutes Campus, S. No. 10/1, Ambegaon (Bk.), Off. Sinhgad Rd., Pune – 411041 Maharashtra, INDIA, (hereinafter referred to as "NBSSOE"), of the FIRST PART.

**And**

**Harbinger Systems Private Limited**, Company registered under the Companies Act, 1956, having registered office at 139, Siddhant, S. NO 97/6, Off Paud Road, Kothrud, Pune 411038, Maharashtra, India (hereinafter referred to as "Harbinger"), represented by and through its authorized signatory Premlata Mangudkar of the SECOND PART.

AND WHEREAS NBSSOE, is a leading Institute of Engineering based in Pune and has state of the art infrastructure. It also runs the "DEPARTMENT OF INFORMATION TECHNOLOGY" and also organizes training programs for advancement of knowledge and skills.

AND WHEREAS Harbinger is a leading provider of software engineering services.

And WHEREAS both NBSSOE and Harbinger are desirous of associating with each other in supplementing and integrating their expertise so as to produce engineers who fulfill the current needs of Industry.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both NBSSOE and Harbinger as follows:

**1.0 DEFINITIONS AND INTERPRETATION:**

**1.1 "MOU"** shall mean this Memorandum of Understanding executed between NBSSOE and Harbinger on Final year Project Sponsorship.

**1.2** Each party will hereinafter be referred to as "Party" or collectively as "Parties" as the context may require;

**1.3** The headings/sub-headings/titles/sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import the clauses, which shall be interpreted solely in light of the contents thereof.

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1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable

1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, email, electronic and other means of reproducing words in visible form.

## 2.0 AREAS OF COLLABORATION:

2.1 Mutual knowledge sharing between **NBSSOE** and Harbinger. Harbinger will provide technical guidance to students of **NBSSOE** to complete their academic project.

2.2 Harbinger will allow **NBSSOE** students for technical guidance at their premises as per the mutually decided business hours between the Parties. **NBSSOE** shall notify Harbinger in writing at least a week in advance and seek Harbinger's permission before sending their students to Harbinger premises. **NBSSOE** shall reimburse Harbinger for all loss and damages caused by their students during the course of the MOU. It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this MOU and that the non-breaching Party shall be entitled to seek injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or equity.

2.3 The project code will be intellectual property of Harbinger and the ownership of all the intellectual property will lie exclusively with Harbinger. Along with the project code students should submit all the library files and binary files to Harbinger.

2.4 Harbinger will provide a Mentor to the interested participants who shall guide them in completing their project. The said Mentor shall assist the interested participants in the following activities:

- i. Identifying the project to be developed including but not limited to discussing an idea or domain to be used etc.
- ii. Identifying technology to be used for the project.
- iii. Any other assistance, both technical as well as managerial, during the course of development of the project.

2.5 Harbinger shall provide a document of Certification to the interested participant only after successful completion of the project.





### 3.0 AUTHORITY TO BIND:

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU without having first obtained the other Party's written agreement.

NBSSOE shall ensure that participant students of the NBSSOE strictly follows the terms and conditions of this MOU. Names of the students of NBSSOE are identified in the Annexure A.

- 4.0 NBSSOE recognizes the significance of the initiative taken by Harbinger. Harbinger proposes to share their knowledge and experience with NBSSOE students to enhance their skills and make them suitable for current industry requirements. Through this collaboration, NBSSOE seeks to strengthen its position and develop as a leading institute in the Country by providing high quality computer engineers.

Harbinger and NBSSOE agree to share information in strict confidence and will protect the intellectual property rights of each other. Specific agreement shall be made from time to time concerning particular collaborative activities. The obligations with respect to the confidential information shall be as per the provisions of Non-Disclosure Agreement signed with each NBSSOE student.

### 5. TERM:

This MOU is valid for a period of one year from the date of signing unless terminated earlier by either Party by giving 10 (Ten) days notice in writing and will be extended thereafter on mutual consent of the Parties.

Each of the Parties represents and warrants to the other that:

- 5.1 It has all requisite authority to execute, deliver and perform its obligations under this MOU;
- 5.2 This MOU is a valid and binding obligation, enforceable against it in accordance with its terms.
- 5.3 It will perform its obligations under this MOU in compliance with all the applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder.
- 5.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this MOU.





**6.0 LIMITATION OF LIABILITY AND INDEMNITY:**

Notwithstanding anything contained in this MOU, Harbinger shall have no liability arising under or in connection with this MOU for any direct, indirect, consequential, exemplary, special, incidental, or punitive damages. Notwithstanding anything contained herein, NBNSOE hereby agrees to indemnify, defend and hold harmless Harbinger, its officers, directors, employees, and representatives from and against all cost, expenses, damages, liability or loss (including reasonable attorney fees) for any claims arising out of or in connection to this MOU.

**7.0 MISCELLANEOUS:**

Nothing in this MOU shall be construed as creating an employer-employee relationship, joint venture, or agency relationship between the students of NBNSOE and Harbinger. Any modifications to this MOU shall be carried out only by way of a written instrument executed by both the Parties. No waiver of any provision of this MOU by a Party shall be effective unless it is in writing and signed by such Party. Neither Party can assign, delegate or transfer this MOU or any of its rights or obligations hereunder, without the prior written consent of the other Party. If any provision of this MOU is held invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

**8.0 GOVERNING LAW:**

This MOU shall be governed by the laws of India without conflict of laws principle. Any dispute arising out of or in relation to this MOU shall be subject to the exclusive jurisdiction of courts at Pune, Maharashtra, India.

This MOU is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MOU THROUGH THEIR AUTHORISED SIGNATORIES IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**For Harbinger Systems Private Limited**

**For NBN Sinhgad School of Engineering**

Signature:

Signature:

Name: Prajakti Lele

Name: S. P. Patil

Title: Manager - Talent Management

Title:   
HOD

WITNESS: Satyabaj Sahu

WITNESS:   
W.P. Rahane



## ANNEXURE A

Harbinger will provide technical guidance to following students of NBN Sinhgad School of Engineering (NBSSOE) to complete their academic project:

1. Shivam Ahirao
2. Prachi Phalak
3. Vishwajit Jogalekar
4. Abhinav Bapat
5. Samruddhi Sawant
6. Komal Sheth
7. Swapnadip Kumbhar