



महाराष्ट्र MAHARASHTRA

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भवनामांक: 3094 दिनांक: 24/11/2021 रुपये: 500  
 मुद्रांक वापराने कारण: (Handwritten signature) अर्थ: मर्यादा  
 मुद्रांक वापरणाराचे संदर्भ क्र. 2225 श्रीराम इंजर्स  
 पत्ता: अ.प.  
 बसो: 21140415 पत्ता :-  
 खरी-मुद्रांक धारक/हस्त लेखनी  
 श्री. अश्विनीराव सिंगद चव्हाण  
 मुद्रांक विभाग, परवाना क्र. 2211002  
 पत्ता: - रावमुन्कार, ता. खेड, जि. पुणे  
 परवाना मुदत :-



## Memorandum of Understanding

Between

**Mahindra Heavy Engines Ltd. Pune**

Plot no. A-1/1, Chakan Industrial Area, Phase - IV, Village - Nigoje, Chakan, Tal. Khed, Dist. Pune - 410501.

&

Sinhgad Technical Education Society's  
NBN Sinhgad Technical Institutes Campus

**NBN Sinhgad School of Engineering, Pune**

(Department of Mechanical Engineering)  
Sr. No. 10/1 Ambegoan (Bk), Off Sinhgad road, Pune - 411041

**MEMORANDUM OF UNDERSTANDING:**

This MOU, dated 26.11.2021, is made and entered into by and between "NBN Sinhgad School of Engineering, Pune" an engineering institute situated at Sr. No. 10/1 Ambegoan (Bk), Off Sinhgad road, Pune - 411041, Maharashtra. (hereinafter referred to as NBN SSOE), and Mahindra Heavy Engines Limited (hereinafter referred to as MHEL), situated at Plot no. A-1/1, Chakan Industrial Area, Phase - IV, Village - Nigoje, Chakan, Tal. Khed. Dist. Pune – 410501.

**Mahindra Heavy Engines Ltd** a company duly incorporated and registered under The Indian Companies Act 1913, whose registered office is at Gateway Building, Apollo Bunder, Mumbai - 400 001, Maharashtra, India, situated at Plot no. A-1/1, Chakan Industrial Area, Phase - IV, Village - Nigoje, Chakan, Tal. Khed. Dist. Pune – 410501.

**WHEREAS:**

MHEL is engaged in the business of manufacturing of wide range of engines and supplies to other plant of Mahindra.

**Sinhgad Technical Education Society (STES)** is spread over Maharashtra. It struck its foundation in 1993 to transform the dream of its visionary architect, Founder President Prof. M. N. Navale into a palpable reality. The entire Sinhgad Group has convincingly evolved into the most sought after education destination. Under the umbrella of STES, NBN Sinhgad School of Engineering is established in the year 2011 offering four year's degree courses in Mechanical Engineering, Computer Engg., Information Technology, Electrical and Electronics & Telecommunication Engineering.

**WHEREAS:**

**NBN SSOE** is a premier engineering institution in Pune and well recognized in the State of Maharashtra. It engaged in knowledge dissemination, research, technical training activities, testing and consultancy. It is an educational conglomerate with a mission to impart value based education. It consciously inculcates the habit of knowledge sharing with a 360-degree approach viz. students, faculty, industry and the society. The process sequentially involves laying down a strong foundation of domain, enhancement through interactive process, developing commercial applications and ultimately leading towards enrichment of the society at large.

**NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERE TO AS UNDER:**

1. The parties as a token of having accepted the mentioned Annexure A, B and C as integral and vital parts of this MoU have put their initials on each page of the Annexure A, B and C prior to the signing of this MoU.
2. **TERM:** The MoU shall be for a period of 12 months and shall be deemed to have come into force on the commencement date mentioned below and shall expire on the completion / expiry date mentioned below.
3. **COMMENCEMENT DATE:** 26<sup>th</sup> November 2021
4. **EXPIRY / COMPLETION DATE:** 25<sup>th</sup> November 2022
5. The NOTICE PERIOD for termination of this MOU for the purposes of the General Terms and Conditions shall be 1 month.
6. Name and address of the persons on whom any notice pertaining to this MOU shall have to be served:

<b>On behalf of MHEL</b>	<b>Name:</b> Mr. Sanjay Kshirsagar <b>Designation:</b> Plant Head, MHEL <b>Address:</b> Plot no. A-1/1, Chakan Industrial Area, Phase - IV, Village - Nigoje, Chakan, Tal. Khed. Dist. Pune – 410501. <b>Fax Number:</b> <b>e-mail:</b> KSHIRSAGAR.SANJAY@MAHINDRA.COM
<b>On behalf of NBN SSOE</b>	<b>Name:</b> Dr. Shivprasad P. Patil <b>Designation:</b> Principal, NBN SSOE, Pune <b>Address:</b> Sr. No. 10/1 Ambegoan (Bk), Pune 411041 <b>Fax Number:</b> <b>e-mail:</b> nbnssoe@sinhgad.edu

7. NBN SSOE agrees that it should learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the MHEL.



## Annexure A

### General Terms and Conditions

#### 1. Definitions:

'MoU' means this Memorandum of Understanding including the annexures.

'MHEL' means Mahindra Heavy Engines Ltd. as specified in party of the First Part in the main MoU.

'Commencement Date' means the date of starting of the course as specified in the main MoU.

'Completion Date' means the date of completion of the course as specified in the main MoU.

'NBN SSOE' means party of the Other Part as specified in the main MoU

'Dispute' means a dispute, difference, or issue between the parties in relation to this MoU, or the performance or non-performance by a party of obligations under this MoU or the meaning of this MoU.

#### 2. Term of Contract:

This contract shall be for the period commencing from the Commencement date and shall expire on the Completion / Expiry date respectively as specified in the Main MoU, unless otherwise renewed in writing before the expiry of the aforesaid period.

#### 3. Execution of Services:

##### 3.1. Scope of work

NBN SSOE shall undertake such activities as specified in Annexure B and C. MHEL shall, from time to time, as may be necessary for the purposes of this MoU, give in writing the list of their requirements to NBN SSOE along with all other facilitation (required to complete the service as mentioned in Annexure-B and C).

##### 3.2. General Responsibilities

- 3.2.1. It will be the sole responsibility of NBN SSOE to depute experience faculty that may be required for training program.
- 3.2.2. Each technical training for batch size up to thirty-five (approx..) will start as per the schedule as decided by and signed by both parties mentioning scope of the work. It is excepted to have two batches during MoU period.
- 3.2.3. Duration of Technical training program for a batch shall be of six months (200 hrs.) from the date of commencement, decided by both the parties mutually.
- 3.2.4. NBN SSOE shall ensure that all its personnel, while in the premises of Company, comply with Company's rules and regulations regarding safety and security.
- 3.2.5. The terms and conditions under which NBN SSOE, Pune and MHEL Chakan, Pune agree to work together and help each other in fulfilling their respective obligation under this MoU are stated in the forthcoming sections of the MoU.
- 3.2.6. NBN SSOE and MHEL Chakan have agreed that professionals from respective organization will collaborate in the technical training.
- 3.2.7. The facilities made available by MHEL and NBN SSOE could be utilized by the MHEL for their Technical training OR the facilities could be utilized by the faculty and students of Mechanical Engineering Department of NBN SSOE for the purpose of Internship and project for few groups of students. Regarding internship of students of NBN SSOE decision will be taken as & when the need arises by MHEL management & college.

- 3.2.8. The confirmation for the dates of the program would be done by both the parties mutually max. 15 day's prior.
- 3.2.9. The MHIEL shall provide the amount towards technical training and Travelling allowances plus GST at actual.
- 3.2.10. In regard to any issue not covered within this contract, both parties will consult each other in good faith and work to reach an acceptable solution.
- 3.2.11. Parties will sign this contract in order to agree to the contract terms indicated herein and each party will keep a copy of this contract for safe keeping.

**4. Payment Terms:**

- 4.1 Total Package for a batch = 3.75 lacs and taxes and travelling cost at actual.
- 4.2 NBN SSOE will raise invoice for every batch of technical training in two parts.
- i. 50 % of the amount plus GST at actual at the beginning of a batch.
  - ii. 50 % of the amount plus GST at actual at the end of respective batch.
- 4.3 NBN SSOE will raise monthly invoice for travelling charges at actual.

**Annexure B**

**Description of work:** MHEL SMT Leader Program.

**Location of work:** Online or Offline. (MHEL / NBN SSOE)

**Scope of NBN SSOE:** NBN SSOE will provide approximately 12 Faculties to develop and deliver technical training program content of 200 Hrs. over the span of Six months. Jointly plan will be prepared by MHEL and NBN SSOE.

**Support provided by MHEL:** Release of Associates for training and infrastructure / logistic support.

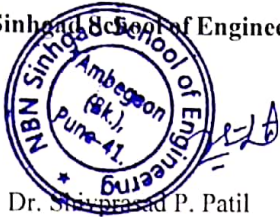
**Annexure C**

**Technical Training Content / Syllabus (attached)**

IN WITNESS WHEREOF this Agreement is executed in two counterparts on the day and year first above written. Each Party hereto shall preserve one counterpart of the Agreement.

For:

NBN Sinhgad School of Engineering, Pune.



Name: Dr. Shri Prasad P. Patil  
Title: Principal

For:

Mahindra Heavy Engines Ltd, Pune.



Name: Mr. Sanjay Kshirsagar  
Title: MHEL Plant Head

Witness:

Name: Prof. Dinesh H Burande  
Title: HOD, Dept. of Mechanical Engineering.

Witness:

Name: Mr. Nilesh Sawant  
Title: Senior Manager – Employee Relations.