



उत्तर प्रदेश UTTAR PRADESH

FW 771547

**MEMORANDUM OF UNDERSTANDING ("MOU")**

**IITK FOUNDATION FOR ADVANCED CONTINUING EDUCATION & TRAINING  
AND  
SHAH & ANCHOR KUTCHHI ENGINEERING COLLEGE, CHEMBUR MUMBAI,  
MAHARASHTRA**

**This agreement by and between**

**IITK Foundation for Advanced Continuing Education & Training** (hereinafter referred to as "IFACET") a company incorporated u/s 8 of the Companies act 2013 established by IITK in the year 2021, with its Registered Office at IME Building, Indian Institute of Technology, Kanpur- 208016 ("IFACET" which term shall, unless it be repugnant to the subject or context thereof, include its successors-in-interest and permitted assigns) of the **One Part**

AND

**SHAH & ANCHOR KUTCHHI ENGINEERING COLLEGE, CHEMBUR MUMBAI,  
MAHARASHTRA**

(IITK and SHAH & ANCHOR KUTCHHI ENGINEERING COLLEGE, CHEMBUR MUMBAI, MAHARASHTRA together, the "Parties" and each, a "Party").



## WHEREAS:

- A. Indian Institute of Technology, Kanpur has established an IITK Foundation for Advanced Continuing Education & Training (IFACET) a section 8 entity (hereinafter referred to as "IFACET"). IFACET is the sole and exclusive entity authorized to administer, operate and manage all activities related to continuing education programs, consultancy, entrepreneurship, and any other work assigned by IIT Kanpur from time to time.
- B. SHAH & ANCHOR Kutchhi Engineering College, Chembur Mumbai, Maharashtra affiliated to Mumbai University (hereinafter referred to as "SAKEC") is an educational institution based in Mumbai, Maharashtra.

## OPERATIVE PROVISIONS:

### 1. Scope of MOU

SAKEC requires the following support for helping increase the knowledge and industry relevant courses for students and also training their faculty on the latest technologies and enhancing the coding, professional and computing skills of both faculty and students of institutions associated with SAKEC Institute.

Scope of this MoU, roles of the Parties are detailed in Appendix A.

### 2. Representative

The Parties shall appoint a representative ("Principal Investigator") each to manage and oversee the collaboration requirements. The agreed representatives are as follows:

Administrative representatives:

<b>Dr. B.V.Phani</b>	<b>Dr. Bhavesh Patel</b>
<b>Director IFACET , IITK</b>	<b>Principal, SAKEC Chembur</b>
Email: bvphani@iitk.ac.in	Email: principal@sakec.ac.in

Technical Representatives:

The implementation shall be carried out by the Principal Investigator Prof. B. V. Phani, IIT Kanpur and Prof. Subha Subramaniam & Prof. Anita Nalawade, Associate Prof. SHAH & ANCHOR Kutchhi Engineering College, Chembur Mumbai, Maharashtra

<b>Prof. B V Phani</b> Project Investigator, EICT Academy, IITK Email: bvphani@iitk.ac.in	<b>Prof.Subha Subramaniam &amp; Prof. Anita Nalawade</b> Associate Professor, SAKEC Email: hod.ex@sakec.ac.in / anita.nalawade@sakec.ac.in
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3. **Term and Termination**

The term of this MOU is for five years. This MOU will commence on 11th August 2022 (hereinafter referred to as the "Effective Date") and end on 10<sup>th</sup> August 2027. Either Party may terminate this MOU at any time on thirty (30) days prior written notice to the other Party, with or without cause, and without any further liability of any kind to the other Party. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation etc.) owned or provided by the other Party. The clauses relating to Warranties, Governing Laws and Venue shall survive the termination or expiration of this MOU.

4. **Expenses**

Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.

5. **Right to Use Name/Public Announcements**

Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law for governmental disclosures.

6. **Confidential Information**

The Party receiving Confidential Information from the other Party will not disclose it to any third person and use at least the same degree of care to maintain the Confidential Information as it uses in maintaining its own confidential information as confidential. At least a reasonable degree of care and due diligence will be taken by both the Parties in maintenance of Confidential Information. The liability of non-disclosure of the Confidential Information shall survive for 2 years from the termination/expiration of this MoU.

7. **Exclusivity**

SHAH & ANCHOR Kutchhi Engineering College Chembur will not enter into agreements with other parties covering cooperation on technologies and products within the scope and tenure of this MOU

8. **Disclaimer**

Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Neither Party shall assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU. Any deliverables, information, product, material, services, intellectual property, other property or rights, granted or provided or generated by IITK pursuant to this MoU are on an As Is Where Is basis.

9. **Intellectual Property Rights:**

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.



10. Representations

Each Party will be responsible for its own negligence or willful misconduct for its performance as per law under this MOU. No Party will be liable to each other for any losses, damages, and/or any liabilities of any kind.



11. Force Majeure

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party, in writing and will resume its performance as soon as performance is possible.

12. Governing Law and Venue

In case of any dispute, the same shall be referred to the Director, IIT Kanpur, and his decision in this regard will be final and binding on both parties.

IN WITNESS WHEREOF the Parties hereto have set their hands to this MOU on the Effective Date as mentioned above.

IFACET		SAKEC	
sd. <i>B.V. Phani</i>		sd. <i>Navin K. Shah</i>	
<b>B V Phani</b>		<b>Shri.Navin Karamshi Shah</b>	
Director IFACET		Managing Trustee	
In the presence of: Witness: <i>Rajendra P. Shapliyal</i> Name: <b>Rajendra P. Shapliyal</b>		In the presence of: <i>Dr. Bhakesh Patel</i> Witness: Name: <b>Dr. Bhakesh Patel</b>	