

MEMORANDUM OF UNDERSTANDING ("MOU")

ACADEMIC ALLIANCE

This Memorandum of Understanding ("MoU") is effective as of April - 2022 by and between; RITUSHA CONSULTANTS PRIVATE LIMITED, a company incorporated under companies act of 1956 and having its office at 113/166 , Nadri Bazar Swaroop Nagar , Kanpur, Uttar Pradesh - 208002 , India, hereinafter unless the context otherwise requires be referred to as "RCPL"

AND

Shah & Anchor Kutchhi Engineering College, Chembur Mumbai, Maharashtra .

(RCPL and colleges / University together, the "Parties" and each, a "Party")

WHEREAS:

- a) RCPL is an established name in area of Upskilling and training students, faculties and professionals and provide industry focused and industry driven hands-on courses in areas of IT & ICT. It strives to narrow the gap between the academic approach to Electronics & ICT domains as currently provided by the educational institutions and the practical oriented approach as demanded by the industry. It is working towards enhancing the domain expertise of interested faculties and through a continuous engagement model with courses upgraded regularly.
- b) **Shah & Anchor Kutchhi Engineering College, Chembur Mumbai, Maharashtra.** To become autonomous and achieve the objective of becoming a world class academic institution by utilizing academic freedom to improve educational quality and professional standards.
- c) The Parties agree to collaborate for providing online/offline training and upskilling program on various subjects including and not limited to industry standard and processes on the terms and conditions herein contained. These courses will be meant for working professionals to up-skill them, for students who have recently completed their degree courses and faculties (hereinafter collectively referred to as "Students").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, WARRANTIES, COVENANTS, AND OBLIGATIONS, MADE HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

For RITUSHA CONSULTANTS PVT. LTD.


DIRECTOR



OPERATIVE PROVISIONS:

1. Scope of the MoU

Whereas the College / University requires the support for enhancing the skills of both faculty and students. RCPL has a list of skill oriented courses which can enhance students' employability and also add value to the existing skills of the faculty. For the students the College / University shall request for Augmentation program or need based as the case may be and shall be delivered by "RCPL" as per the terms and conditions. These terms and conditions will be a part of the agreement which will be signed by both parties before the start of any engagement.

- A. Augmentation program: Augmentation Program has been designed by "RCPL" to bridge the gap between industry requirements and academic curriculum. The Augmentation Program is a set of graded courses (hereinafter referred to as 'Programs' or 'Courses') to provide the necessary technical and non-technical skills to the students making them industry ready.



Augmentation Program is a value added and industry relevant Program, to be provided to all students undergoing graduation / post-graduation in all programs offered by the College / University, to upgrade their technical and non-technical skills. These Programs are delivered along with the semester courses itself. These Programs can also be a part of the curriculum or designed for upskilling the students and are designed to provide the students with latest skills required in the ever evolving requirements of the industry.

Augmentation Program is envisaged to be delivered in a hybrid mode, partial online sessions with supporting and hands on sessions at the institution itself.

The University / college / institution are at liberty to choose Program(s) from the bouquet of Programs / Courses based on their requirements and to run any chosen Programs that are required by them.

These Courses are designed with great stress on hands on learning. The Augmentation program requires the College / University to sign up with "RCPL" to conduct at least one course per semester for all enrolled students in any stream starting from 1st year to 3rd year. Similarly, the University can request for need based program for their students.

For RITUSHA CONSULTANTS PRIVATE LTD.



DIRECTOR

- B. Need Based program: The College / University may feel the need to upskill their students in various modules and hence may ask "RCPL" to conduct the sessions for such a need.
- C. Participation in Summer / winter trainings: The college / Universities can associate with RCPL to send participation (students) for Summer Trainings and winter trainings at their own venue or a common venue venue as and when they are organised . The colleges can also associate for Online LIVE Summer Training program with a special fee structure for their students.
- D. ONLINE LIVE Teaching: The college / University can associate with us to organise online live lectures for any modules as required by them.

2. Commercial Arrangement

The fees for all the Programs, commercial and monetary arrangements between the Parties are finalised based on the modules and customised offerings.

In all the commercial activities, all fees has to be paid directly to RCPL account directly.

The fee for every program shall be decided mutually. RCPL shall provide with a proposal regarding the proposed courses. The proposal shall have the following details – Program name, duration, delivery pattern, fees, terms and conditions and all other details related to the program and its execution. The college / University / organisation shall provide us with the work order based on the proposal sent. The college / University shall make the payments as per the decided terms and conditions.

3. Representative

The Parties shall appoint a Single Point of Contact ("SPoC") each to manage and oversee the collaboration requirements. The agreed representatives are as follows:

Priyanka Malhotra
SPoC – RCPL ,
"RCPL-Kanpur "

Email: pmalhotra@rcplindia.in

Dr. Subha Subramaniam
HOD (ECS Dept.)
Shah & Anchor Kutchhi Engineering
College, Chembur Mumbai, Maharashtra

Email: hod.ex@sakec.ac.in

For RITUSHA CONSULTANTS PVT. LTD.



4. **Term and Termination**

This MoU is for a period of 5 years commencing from the Effective Date, upon signing of this MoU. The MoU may be renewed for an additional term at the end of this term on mutual agreement of the Parties. The activities under this MoU will be reviewed every year. Either Party, giving no less than 30 days' notice in writing to the other Party, may terminate this MoU post mutual agreement.

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

Right to use the name and press releases or other public notifications shall be with consent of the other Party.

6. **Confidential Information**

The Party receiving Confidential Information will not disclose it to any other 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.

7. **Exclusivity**

University 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.

9. **Warranties**

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

For RITUSHA CONSULTANTS PVT. LTD.



10. **Force Majeure**

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond 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.

11. **Governing Law and Venue**

This MoU shall be governed by and construed in accordance with the laws of India .

All disputes and differences, arising between the Parties relating to any of the provisions of this MoU, either during its term or upon expiration or termination, will be resolved mutually.

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

Ritusha Consultants Pvt Ltd, Kanpur.

SAKEC, Chembur Mumbai, Maharashtra

For RITUSHA CONSULTANTS PVT. LTD.

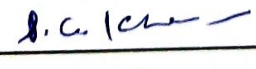
By: 
Name: Mukesh Kumar
Title: Director




Date: 04-04-2022

In the presence of:

Witness-

Name: P. G. Chaudhary
Signature: 
Date: 24/5/22


Dr. Bhavesh Patel
Principal, SAKEC

By:


Name: Dr. Subha Subramaniam


Title: HOD (ECS Dept.)

Date: 04/04/2022

In the presence of:

Witness-

Name: Anita Nalawade
Signature: 
Date: 24/05/2022


Shri. Navin K Shah
Managing Trustee

