

Memorandum of Understanding

THIS Memorandum of Understanding ("MOU") is made on this 7th April day of 2021

BETWEEN

Gharda Foundation's Gharda Institute of Technology, A/P Lavel, Taluka Khed, Dist. Ratnagiri, Maharashtra – 415708 (hereinafter referred to as the "GIT", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assignee & successor-in-interest) of the **ONE PART**.

AND

Hoshang Patel Tech Centre, a section 8 Company incorporated under the provisions of Companies Act, 2013 having its registered office at 50, Kothanur, Bagalur Road Bangalore Bangalore, Karnataka – 560077, holding PAN: AACFH7162N (hereinafter referred to as "HTPC", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assignee & successor-in-interest) of the **OTHER PART**.

GIT and HTPC are individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- I GIT is a technical institute under and operated by Gharda Foundation, a Trust registered under Maharashtra Public Trust Act 1950, holding Registration No. E 16390 (Mumbai), PAN: AAATG0260C and is a non-governmental organization established by Dr. K.H. Gharda with the objective of rural development through self-development.

- II GIT is imparting Under Graduate Programs in Engineering in Electronics and Telecommunications, Mechanical Engineering, Computer Engineering, Civil Engineering, and Chemical Engineering in terms of the curricula of university of Mumbai.



- III. HPTC is engaged in training students, faculty and the larger community to do hands on practical work to broaden their personality and improve their creativity, skills, employability and/or usefulness to society, and is also engaged in developing sustainable practices like solar energy projects, and end to end solutions
- IV. To enrich the learning abilities and skills of its students in terms of the curricula of Mumbai University and to make students employable, GIT is desirous of enabling hands-on practical work in industry activities. This will also provide opportunity to accompanying teacher/staff to upgrade their knowledge and expertise.
- V. HPTC being engaged in the field of imparting training to students, faculty and the larger community to do hands on practical work, is desirous of collaborating with GIT to cater the need of the Students / faculties / training Staffs etc. to equip them to perform from that perspective
- VI. Both GIT and HPTC desire to formalise their mutual association for long-term mutual collaboration and benefits to both parties through an MoU.

NOW THIS MOU WITNESSES AS FOLLOWS:

1. OBJECTIVE OF THE MOU

- a. To improve the general awareness, skills, hands-on industrial training of GIT faculty and students, and similar colleges, schools and institutions in the subjects of solar energy, LED lighting, energy generation, conservation and related electronics.
- b. To encourage innovative projects, businesses and units to be set up, grow and pass through the stages of development.
- c. To apply for research grants and support from govt. and non govt. bodies jointly and conduct advanced action research in the focused areas.



2. SCOPE

This MOU spells out the obligations of each party to formalise mutual benefits as follows:

- a. GIT shall provide at reasonable rent covered and open spaces, infrastructure, utilities and services to HPTC to accommodate its existing activities and planned expansions.
- b. GIT shall provide free of cost on-campus accommodation for the HPTC CEO plus two employees.
- c. GIT shall refer to HPTC its students / faculties and others for hands-on practical work in the field as per their eligibility and needs.
- d. GIT as its educational outreach activity shall host and provide free lodging for trainees attending week-long hands-on programs by HPTC and for pre-planned one-day visits by neighbouring institutions and community.
- e. GIT shall provide free lodging, board and travel expenses for visiting mentors and guest faculty arranged by HPTC.
- f. GIT shall allow HPTC free access to its various laboratories for the purpose of research, development and GIT student training and guided projects.
- g. **In return, HPTC shall provide GIT the following services and activities:**
 - (i) Free workshop access during visiting hours to GIT students and faculty.
 - (ii) Free structured training programs to GIT students, alumni, faculty and staff for innovation, incubation, technical and entrepreneurial skill development projects and permission to HPTC to conduct similar programs for others on cost-recovery basis.
 - (iii) Free access by GIT students and staff to HPTC mini-theatre, video studio, gaming room and other facilities during scheduled hours.
 - (iv) Consultancy on energy saving and sustainability by HPTC to GIT with fees to be mutually decided.
 - (v) Liaisoning services by HPTC on cost-reimbursement basis for GIT internships and socially beneficial outreach.



- (vi) Shall set up in the GIT campus as an eco-friendly Centre for innovation, incubation, technical and entrepreneurial skill development for GIT students and others. Improve GIT infrastructure and utilities to install a fully solar-powered workshop with 5MW solar panel-manufacturing capacity, assembly lines for batteries, PCBs making / populating, LEDs, solar street lights and lamps assembly / production, testing facilities and specialized tool / jigs-making. HPTC should have all requisite registration certificates.
- (vii) Shall encourage senior GIT students to work in or associate with the Centre during semester breaks, on college holidays and weekends, and after office hours on normal days.
- (viii) Shall conduct week-long and month-long training programs for visiting students and youth. Support project activities with batteries, solar panels and other needed material. Host visits by groups of students and their teachers from schools, colleges and polytechnics for half-day workshop tours and hands-on solar lamp assembly. This shall broaden their personality and improves their creativity, skills, employability and usefulness to society.
- (ix) Shall secured commitments for 2-3 day quarterly visits by numerous subject experts to act as mentors, advisors or visiting professors through monthly lectures, seminars and events for the benefit of GIT students and others nearby.
- (x) Shall develop technical collaborations with large enterprises which employ many engineers and have sophisticated work facilities led by technical entrepreneurs. Linkages for student visits and internships shall be planned.

h. GIT and HPTC will jointly develop and implement an annual calendar of activities and events for training, design, development, manufacturing, placement, community outreach and socially beneficial programs.

i. HPTC may with GIT's written consent offer technology space to local students, faculty and businesses to develop concepts into ideas, products and working units.

j. GIT and HPTC shall share the costs and revenues, if any, of the above programs and projects as mutually decided.



3. FUNDING and JOINT PROJECTS.

Capital expenditure and operating expenditure requirements arising out of this MoU will be dealt with by mutual consent and understanding.

However, both parties can independently / jointly apply to various funding sources in Govt., private and other bodies for research, action research or developmental projects.

4. DURATION

This MOU is at-will and may be modified by the mutual consent of authorized officials. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated on the circumstances listed below

5. TERMINATION AND CONSEQUENCES OF TERMINATION:

- a. Parties can terminate the MOU by mutual consent by giving six (6) months advance notice in writing. However, in case of any force majeure events, Parties shall be entitled to temporarily suspend or terminate the MOU forthwith without any notice. In case GIT requires HPTC to vacate the present premises, GIT will bear the full costs of relocation.
- b. Upon termination / earlier determination of this MOU, and documents / data shared shall be returned to the respective parties.

6. CONFIDENTIAL INFORMATION

In connection with this MOU, GIT may disclose certain information to HPTC and vice versa, and /or either Party may come across certain information, which the other Party considers confidential and/or its proprietary information ("Confidential Information"). Neither Party shall disclose such Confidential Information or make it available to a third party, without the prior written consent the other Party. Both Parties agree to return such Confidential Information to the other upon the completion or termination of this MOU.



7. REPRESENTATIONS AND WARRANTIES:

HPTC represents and warrants that:

- a) it has the required competency as per statutory requirements to provide the services enumerated herein.
- b) There exists no actual or potential conflict of interest concerning the performance of the services under this MOU. HPTC represents that its performance under this MOU does not breach any other agreement or obligation. HPTC further warrants that it will not use any materials or documents from a third party that are considered confidential or proprietary unless the HPTC has obtained a written authorization from such third party.
- c) it will fully comply with any and all applicable central, state and local laws, regulations and local government orders pertaining to the performance of the services under this MOU. HPTC shall strictly observe the rules and regulation of various applicable Acts, Rules and Regulations pertaining to the services provided by the HPTC herein and as may be applicable to the HPTC from time to time for providing services and the HPTC shall indemnify and keep GIT indemnified and harmless in this regard.

8. INDEMNIFICATION

Both Parties agree to indemnify and keep indemnified and save harmless the other party in the event of any loss or damage that may be suffered or incurred by the other Party in the event any representation given by such party turning out to be false or incorrect

9. FORCE MAJEURE

If the performance by either Party of any of its obligations under this MoU shall be in any way prevented or hindered in consequence of but not limited to any Act of God or state, strike, lock-out, legislation or restriction of any Government or other authority or any other circumstances beyond the Parties' anticipation or control, the performance of this MoU shall be wholly or partially suspended during the continuance of the MoU to the extent of such prevention, interruption or hindrance, provided that notice in writing of such happening/s or event/s is given to the other Party within 15 days of such happening/s or event/s. During any occurrence of Force Majeure, the obligations



B. Patel

of the Parties shall be suspended in whole or in part as the case maybe. If the Force Majeure continues for more than 180 days, both the parties shall be at liberty to terminate this MoU by serving a written notice to the other Party intimating its intention to do so.

10. MISCELLANEOUS

No Delegation: HPTC shall not delegate its obligations under this MOU or sub-contract the whole or any portion of the services thereof to any third party without the prior written consent of GIT.

Assignment of Rights: GIT may, at any time, assign its rights under this MOU with prior written notice to HPTC, and vice versa. However, HPTC shall not assign its rights under this MOU without the prior consent of GIT.

Governing Law and Jurisdiction: This MOU shall be construed in accordance with the laws of the Republic of India, without reference to its conflict of laws rules. The competent courts at Khed, Maharashtra shall have jurisdiction to entertain any dispute arising out of this MOU.

Notices:

Any notice in connection with this MOU must be in writing in English and shall be validly given with respect to each Party if:

- (a) sent by e-mail or by registered mail or any recognized courier company within three (3) business days to the e-mail addresses and postal address set out hereinafter; or
- (b) sent to such other e-mail address or postal address as a Party may notify to the other Party

- (i) In case of emails, a notice will be presumed to have been delivered when it has been transmitted to the correct address unless non-receipt can be established.
- (ii) All notices, requests and other communications in connection with this MOU shall be addressed as follows:

If to GIT:



Gharda Institute of Technology

Kind Attn : Principal

: principal@git-india.edu.in



If to HPTC:

Hoshang Patel Tech Centre
Kind Attn : Dr. Ranganayakulu Bodavala,
E-mail : ceo@hoshang-tech.in

(iii) Any Party may by notice change the email address or postal to which such notices and communication are to be delivered or transmitted by sending intimation in writing to the other Party.

Amendment: This MOU shall only be amended by an instrument in writing signed by both the Parties.

Waiver: A failure of any Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder. The rights and remedies provided in this MOU are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

No Agency and Partnership:

(i) This MOU shall not constitute the appointment of any Party as the legal representative or agent of the other. No Party will have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other Party.

(ii) Nothing in this MOU creates or constitutes a partnership between the Parties. The Parties have entered into this MOU on a 'principal-to-principal' basis.

Rights of third party: A Person or entity who is not a Party to this MOU shall have no right under the MOU to enforce any term of this MOU.

Severability: If any provision of this MOU is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this MOU and the remainder of the affected provisions shall continue to be valid.

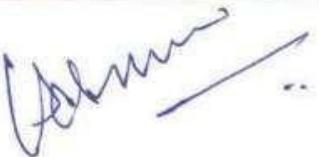
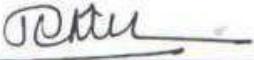
Counterparts: This MOU may be executed in two (2) counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.



Partial Invalidity. If any provision of this MOU or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this MOU and the application of such provision to persons or circumstances other than those which are held invalid or unenforceable, shall not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this MOU shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

Entire MOU: This MOU shall constitute the final and complete understanding between the Parties and shall cancel, and supersede all prior or contemporaneous oral or written agreements, writings or communications in this regard.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET HEREUNDER THEIR HANDS TO THIS MOU WITHOUT ANY EXTERNAL INFLUENCE OR PRESSURE ON THE DATE ABOVE MENTIONED.

For Gharda Foundation's Gharda Institute Of Technology	For Hoshang Patel Tech Centre
	
NAME : Mr. Satheesh Vengoli Designation : Trustee	NAME : MR. Ranganayakulu Bodavala DESIGNATION : Director
WITNESS: J. K. PATEL 	Vikas V. Jadhav 

