



Pradnya Niketan Education Society, Pune's  
**N. K. ORCHID COLLEGE OF ENGINEERING  
& TECHNOLOGY, SOLAPUR**

NAAC Accredited, Approved by AICTE, New Delhi & Affiliated to DBATU, Lonere  
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Post Box No. 154, Gut No. 16, Solapur-Tuljapur Road, Tale Hipparaga, Solapur- 413 002.

## MEMORANDUM OF UNDERSTANDING

### THE AGREEMENT

This AGREEMENT made and entered into on 15<sup>th</sup> September 2023 between

**Nagesh Karajagi Orchid College of Engineering & Technology, Solapur**

(hereinafter referred to as the "INSTITUTION" )

and

**Spartan Technologies, Mangalwedha, Solapur.**, a company incorporated under the Companies Act 1956 registered as a private limited company and having its registered office at Mangalwedha-Solapur Road, Machnur, Maharashtra 413305, Maharashtra, India (hereinafter referred to as "Recipient", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns), represented by its authorised representative.

(hereinafter referred to as "ASSOCIATE")

The agreement is operated through The Principal of The INSTITUTION and The Managing Director of The ASSOCIATE. This proposal can be started at Institution location at Solapur initially, which shall be emulated at other locations/centres.

### SCOPE

WHEREAS The ASSOCIATE is Empanelled manufacturer or Channel Partner of the Ministry of New & Renewable Energy (Govt. of India) engaged in design, manufacture, installation, commissioning and service of EV technology particularly in the areas of Electric Vehicle (Retrofitting) , Solar PV systems and has mutually agreed with The

INSTITUTION to establish and effective relationship in the larger interest of the sector  
and

WHEREAS the INSTITUTION is a premier educational institute in Engineering and other related disciplines, has mutually agreed with the ASSOCIATE for this mutual association for the Skill Development programs in Electric Vehicle as well as Solar PV systems.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the Renewable Energy Skill Development sector through skill enhancement of the Technical and Science students through theoretical and industry specific practical training ensuring quality delivery towards excellence.

### **Objectives**

- Design, develop and deliver programmes ensuring required quality in Electric Vehicle and Solar PV domain which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- Faculty Development Programmes (FDP) for institutions and skill training partners
- Enhancing skills of students/aspirants through internship and vocational training.
- Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling programmes in skill development.

## **Role of the INSTITUTION**

- (i) The INSTITUTION shall provide the available infrastructure & basic amenities such as electricity, water, telephone, projector, refreshments etc.; suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATE in the scope.
- (ii) The INSTITUTION shall provide a workable space/ room with basic amenities for the staff of The ASSOCIATE to facilitate marketing & related activities for successful outcome of joint activities.
- (iii) The INSTITUTION shall help to develop market through its existing established network and would support in marketing exercise.
- (iv) The INSTITUTION shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MoU.
- (v) The INSTITUTION shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.
- (vi) The INSTITUTION shall do the marketing of the programmes together with ASSOCIATE to make them successful.

## **Role of the ASSOCIATE**

- i) The ASSOCIATE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives. It shall accordingly design and deliver various programmes within the overall scope of MOU
- (ii) The quality delivery is the responsibility of The ASSOCIATE and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the INSTITUTION.
- (iii) The ASSOCIATE shall design, develop and provide required course materials & practical training to the students.

## **JOINT RESPONSIBILITIES:**

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through various means incl. respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.

## **FINANCIAL ARRANGEMENT**

1. Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly by THE INSTITUTION and THE ASSOCIATE.
2. ESCROW Accounts shall be created by The INSTITUTION and by The ASSOCIATE.
3. The program costs as mutually agreed shall be offset against total revenue to be shared.
4. Direct Marketing cost (say advertisements in newspaper, website arranging an event at the INSTITUTION / outside) shall be shared by both parties in the ratio of 50:50.
5. Revenue sharing mechanism:
  - a) The ASSOCIATE (Spartan Technologies): 60%
  - b) The INSTITUTION (N.K. Orchid College): 40%
6. The revenue sharing shall be done within 15 days once the payment is realized.
7. The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-a-versa

## **Duration and Termination of Agreement**

MOU shall be effective from the date of signing and shall remain in force for a period of two years. It shall automatically be renewed for next two years until & unless discontinued by either party.

The both parties have the right to terminate the agreement for non-performance with due notice period of 90 days

## **Confidentiality**

The INSTITUTION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the ASSOCIATE and cannot be used. Non-disclosure agreement has to be signed by both the parties.

## **General Provisions**

- (i) This agreement shall not be binding for any other similar agreement The ASSOCIATE may have with other Institutions.
- (ii) The ASSOCIATE shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards
- (v) All courseware provided by the ASSOCIATE is its copy right. Confidentiality of same shall be maintained and the INSTITUTION should ensure it is not replicated within or outside Institute.
- (vi) Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
- (vii) Both parties shall promote the arrangement and courses through respective websites

## **STEERING COMMITTEE**

The MoU Provisions for constitution of a steering Committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

- 1) Principal (The Institution)
- 2) Managing Director (The Associate)

The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

- (1) To ensure effective collaboration with industry for improved skill development or employability.
- (2) To participate effectively and get integrated with skill development mission
- (3) To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
- (4) To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- (5) To work for certification & recognition of the programmes and issuing certificates jointly.
- (6) To provide guidance and approval regarding methodology for marketing of programmes and training courses.
- (7) To carryout detailed period review of the progress made and handle the issue extension\_or\_termination\_of the agreement based on the review.
- (8) To suggest and approve amendments in MoU, if so required.
- (9) To handle the issues of dispute and the directions given by the committee to resolve the dispute if any.

## Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier.

## Arbitration

In case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Maharashtra, India and the Jurisdiction shall be Court of of Pune

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

Date : 15/09/2023 .

Place : NKOCET, Solapur

The Associate



Spartan Technologies, Solapur



The Institute



Nagesh Karajagi Orchid College of Engineering & Technology, Solapur

