

## **MEMORANDUM OF UNDERSTANDING ("MoU")**

This Memorandum of Understanding is made on 23/12/2024 ("Effective Date")

### **By and Between**

Nagesh Karajgi Orchid College of Engineering & Technology, having its registered address at Gat No.16,Solapur-Tuljapur Road, Tale-Hipparaga, near Mashroom Ganapati Temple, Solapur, Maharashtra, India-413002 (hereinafter referred to as "**NKOCET**"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

### **And**

**HCLTechnologies Limited**, a Company incorporated under the laws of India having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India - 110019 with Registration No. 55-46369 (hereafter referred to as "**HCL**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, "**NKOCET**" is among the noteworthy academic institutes of Solapur offering UG, PG and PhD programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and other Non-Engineering Branches

AND WHEREAS, **HCL** is a registered company, engaged in providing services related to the software engineering services, software training and the development, implementation and integration of computer software.

AND WHERE "**NKOCET**" and **HCL** are desirous of associating with each other to expertise students of **NKOCET** on **HCL**'s proprietary products as an addition to **NKOCET** curriculum. ("Course").

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **NKOCET** and **HCL** as under.

### **1.0 Definitions and Interpretation**

- 1.1 "**MOU**" shall mean this Memorandum of Understanding executed between **NKOCET** and **HCL** on 23/12/2024 ("Effective Date")
- 1.2 "**Party**" or "**Parties**" shall mean **NKOCET** and **HCL** individually and collectively as the context may require.
- 1.2 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

## **2.0 The Course**

- 2.1. The course shall be conducted in online mode on DFMPPro, Glovius, and CAMWorks other solutions launched during the MoU tenure.
- 2.2. The contents of the Course shall be mutually agreed and may be subjected to change as and when necessary.
- 2.3. The Course shall include Software demo, Lab work material, technical information, and career guidance from HCL.
- 2.4. With reference to clause 2.3, the following three activities i.e., Online Session, practical materials and technical assessment shall be under HCL. The career guidance from HCL shall be part of value-added activities from HCL.
- 2.5. This Course will be free of cost for the students of NKOCET.

## **3.0 Performance of the Services**

- 3.1. **NKOCET** shall provide the infrastructure of systems, LCD projector etc.
- 3.2. **HCL** shall be responsible to provide online support for software demo/training to faculty, course materials and career guidance.
- 3.3. **NKOCET** shall create awareness amongst its students for promotion of the course.
- 3.4. No commercial use of **HCL** software for Industry consultation and application shall be permitted.

## **4.0 Certification**

- 4.1. Upon completion of the Course, **HCL** will conduct technical assessment for students. The students qualifying the technical assessment shall be certified with course completion online certificate. Rights to conduct assessment and provide certification is reserved by **HCL**.

## **5.0 Relationship of the Parties**

This MOU relates solely to the intention of the parties, wherein **NKOCET** and **HCL** jointly offer a course on "**DFMPPro, Glovius, and CAMWorks**" and shall not extend to any other activity or create a partnership between the Parties hereto under any law or otherwise. The parties agree that it is not their intention to share any loss or profit between them in their respective fields.

## **6.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU without first obtaining the other Party's written agreement.

## **7.0 Confidential and Proprietary Information**

7.1 "Confidential Information" shall mean all information, including the Course material so given to **NKOCET**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **HCL**, and disclosed by **HCL** to **NKOCET** or its faculty which is related to **HCL** information such as course material, training data, guidance notes, procedures, methodology, etc.

7.2 **NKOCET** shall hold in trust and confidence for **HCL** all confidential information provided by **HCL**, and **NKOCET** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **NKOCET** shall not make any copies of the confidential information other than as required for the work involved upon prior and written consent from **HCL** and shall return/destroy all such information at the termination of this MOU. By disclosing such Confidential Information to **NKOCET**, **HCL** does not grant any expressed, implied or other license or right to **NKOCET** to propagate the information.

7.3 **NKOCET** shall not disclose **HCL** confidential information without first obtaining written consent from **HCL**.

7.4 **NKOCET** shall disclose **HCL** confidential information only to **NKOCET** employees having a legitimate reason to know the same and only on a need-to-know basis and shall inform each employee receiving the confidential information of the confidential nature of the same and **NKOCET** obligations hereunder.

7.5 **NKOCET** shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **NKOCET** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **HCL**. In the event of any loss, **NKOCET** shall notify **HCL** immediately.

## **8.0 Term and Termination**

8.1 The Term of this MoU shall commence on the Effective Date and shall be valid for a period of five (5) years unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

8.2 Either Party may terminate this MoU by written notice, where the other Party commits a material breach of the MoU,

a) which remains un-remedied after a period of thirty (30) days from the date of receipt of notice from the aggrieved Party requiring that the breach be remedied

**9.0 Assignment**

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

**10.0 Limitation of Liability**

Either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities. Each Party and its affiliates' aggregate, cumulative and collective liability arising under or in connection with this MOU and all related activities shall not exceed the aggregate amount (excluding reimbursements, pass-through expenses, and amount attributable to purchase of hardware and software on behalf of NKOCET) paid or payable by the NKOCET under this MOU, save in respect of losses or damages which cannot be excluded or limited at law

**11. Intellectual Property Rights**

11.1 Each Party will retain its rights and ownership in any pre-existing or independently developed intellectual property rights ("IPR") including any enhancements or modifications thereto.

11.2 Rights and ownership of third party IPRs shall be subject to terms made available by the relevant third party.

**12. Severability**

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

**13. Dispute Resolution**

13.1 All disputes, differences or claims arising out of or in relation within this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to amicable settlement between the parties.

13.2 Any party shall give a written notice to other party of such existing dispute, difference, or claim. On receipt of such notice within 15 days, the Head of Institution of NKOCET and authorized representative of HCL or any other persons so nominated by the respective Parties, shall meet, and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

13.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

#### 14.0 **Governing Law**

This MoU shall be governed by laws of India.

#### 15.0 **Notices**

15.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to

**HCL Technologies Limited.,**

Address: 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India- 110019

For attention of: Legal Head and cc to Mr. Yogiraj Dama

Phone: 02040283542 E-mail Id: [CLG@hcltech.com](mailto:CLG@hcltech.com),

[Yogiraj.Dama@hcl-software.com](mailto:Yogiraj.Dama@hcl-software.com)

#### **University/College Address**

Nagesh Karaji Orchid College of Engineering & technology, Gat No.16, Solapur-Tuljapur Road, Tale-Hipparaga, near Mashroom Ganapati Temple, Solapur, Maharashtra, India - 413002

For attention of: Prof. Avinash Kamble  
Mechanical Engineering Department

Email :[avinashkamble@oechidengg.ac.in](mailto:avinashkamble@oechidengg.ac.in)

Mobile: +91 9423370693

15.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

#### 16.0 **Entire Agreement**

16.1 This MOU constitutes the entire agreement and supersede any previous agreements or understandings between the Parties relating to the subject matter of this MoU.

16.2 No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of the Parties to this MoU.

**17.0 No Waiver**

17.1 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver by either party shall be effective only if notified in writing.

17.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy

**18.0 Costs and Expenses:**

18.1 No Party shall incur any expenditure on behalf of the other Party for the implementation of this MOU. This MOU does not require either Party to support any financial commitment.

18.2 Each Party shall be responsible for its own costs and expenses incurred in the preparation, execution and implementation of this MOU

**19.0 Non-Solicitation:**

Neither Party shall, during the term of this MOU and for a period of six (6) months thereafter, employ or offer to employ any person, directly or indirectly, who is an employee or subcontractor of the other Party, involved or connected with the Subject Matter or this MOU

In witness of which, this MoU has been duly executed by the Parties or their duly authorized representatives

**Executed on behalf of**

**Executed on behalf of**

**HCL Technologies Limited**

**Nagesh Karajgi Orchid College of Engineering & Technology**

Signed by  
*VIKRANT DHAWAN*  
E152ABA19AC18C

*[Signature]*  
23/12/24

Name: **VIKRANT DHAWAN**

Name: **Dr. B. K. Sonage**

Title: **SVP**

Title: **Principal (NKOCET, Solapur)**

Name of Witness: **Yogiraj Dama**

Name of Witness: **Dr. S.S. Metan**

*Dr. Baburaj Iyer*  
*Asst. HCL Solapur*  
**(Group Manager - HCL Tech.)**

*[Signature]*  
**(Vice Principal - NKOCET, Solapur)**

Signature: *[Signature]*

Signature: *[Signature]*