



Godavari Foundation's

# **GODAVARI COLLEGE OF ENGINEERING**

(NAAC Accredited)

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GODAVARI COLLEGE OF ENGINEERING JALGAON  
AND  
PARIKSHIT ENGINEERING WORKS, MIDC JALGAON**

This Agreement made and entered into on 01/07/2023 between Gf's Godavari College of Engineering Jalgaon P-51, Adl. MIDC Area, M- Sector, Jalgaon 425003, affiliated to **Dr. Babasaheb Ambedkar Technological University**, Lonere, Approved by All India Council for Technical Education, New Delhi and Recognized by Government of Maharashtra and Parikshit Engineering Works, M-136 additional MIDC Bhusawal Road Jalgaon 425003 with its registered office at Jalgaon.

## **1. Objectives of the MOU**

The objective of this Memorandum of Understanding is:

- a. To promote interaction between GF's Godavari College of engineering, Jalgaon and Parikshit Engineering Works, Jalgaon in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between GF's Godavari College of engineering, Jalgaon and Parikshit Engineering Works, Jalgaon.

## **2. Proposed Modes of Collaboration**

**GF's Godavari College of engineering, Jalgaon and Parikshit Engineering Works. Jalgaon propose to collaborate through -**

- a. Sponsoring student projects / fellowships in two year M.Tech. (Computer Science Engineering, Embedded System and VLSI, Thermal Engineering) and four year degree programs (Electrical Engineering, Electronics and Telecommunication, Computer Engineering, Mechanical Engineering) at GF's Godavari College of Engineering Jalgaon.
- b. Sponsoring eligible employees of Parikshit Engineering Works. Jalgaon for doing M.Tech. degrees at GF's Godavari College of engineering, Jalgaon. The eligibility criteria for selection will be as per norms of AICTE, New Delhi and DTE Mumbai.
- c. Sponsoring Research and Development projects may be carried out wholly at GF's Godavari College of engineering, Jalgaon or at premises of Parikshit Engineering Works, Jalgaon or partly at GF's College of engineering, Jalgaon and partly at Parikshit Engineering Works, Jalgaon.

- d. Training of Parikshit Engineering Works, Jalgaon personnel through Continuing Education Programmes conducted by GF's Godavari College of engineering, Jalgaon in areas of interest to Parikshit Engineering Works, Jalgaon.
- e. M/s. Parikshit Engineering Works, and GF's GCOE Jalgaon will jointly carry out various courses under PMKVY (Skill India), NSDC.
- f. Any other appropriate mode of interaction agreed upon between GF's Godavari College of engineering, Jalgaon and Parikshit Engineering Works, Jalgaon.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

### **3. Forms of Research And Development Programs**

The form of any of the said Research and Development Program (herein after referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

### **4. Technical Areas Of Collaboration**

The principal technical areas of collaboration between GF's Godavari College of engineering, Jalgaon and Parikshit Engineering Works, Jalgaon will be as time to time.

### **5. Agreements For Research Collaboration**

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

## **6. Confidentiality**

- a. Each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed..
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - Is already known or become known to the receiving party.
  - Is received from a third party having no obligations of confidentiality to the disclosing party,
  - Is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.

## **7. Non-Exclusivity**

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## **8. Terms And Termination**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.

## 9. Relationship

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

## 10. Assignment

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 11. Costs Of The MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

## 12. Signed In Duplicate

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of  
GF's Godavari College of  
Engineering Jalgaon

On behalf of  
Parikshit Engineering  
Works, Jalgaon

By :



By :

Sau. V. B. Patil,

Name :

Dr. V. H. Patil

Name :

PARIKSHIT ENGG. WORKS  
M. 136, MIDC. AREA, JALGAON  
DIST. JALGAON-425008

Title :

PRINCIPAL  
Godavari College of Engineering  
Jalgaon. (M.S.)

Title :

Witness :

Witness :

1.

: Kishor M. Mahajam

1.

:

Tushar A. K. Patil

2.

: Pravin S. Patil

2.

:

Pankaj B. Patil