



MEMORANDUM OF UNDERSTANDING
(MOU)
BETWEEN
VASANTDADA SUGAR INSTITUTE, PUNE
AND
COLLEGE OF ENGINEERING, PUNE



This is a Memorandum of Understanding (MOU) dated 4 Jan 2022 between Vasantdada Sugar Institute, Manjari (BK), Tal: Haveli, District: Pune : 412307 (hereafter referred to as "VSI" and College of Engineering Pune having its office at 5, Wellesly Road, Shivaji Nagar, Pune (hereafter referred to as 'COEP', which expression shall include its successors and assigns). Each party shall be individually referred to as "Party" and collectively as "Parties".

- (a) VSI is a premier research and development organization in sugar and allied industry. It is an autonomous body, which is a society registered under the Societies Registration Act, 1860 and under the Bombay Public Trusts Act, 1950. Established in the year 1975 by the sugarcane grower members of cooperative sugar factories in the State of Maharashtra, it is the only organization of its kind in the world. The Institute performs, under one umbrella, all scientific, technical and educational functions relevant to the sugar industry. VSI is recognized as a Centre for Research by the Department of Science and Technology of the Central Government. It is also recognized as a Centre of Research for undertaking studies leading to Ph.D. Degrees of University of Pune and Shivaji University, Kolhapur

AND

- (b) College of Engineering Pune, an Institute of national heritage and importance (hereinafter referred to as "COEP") having its establishment at Wellesly Road, Shivaji Nagar, Pune - 411005, Maharashtra, INDIA is represented by Dr. B.B. Ahuja, Officiating Director, of the Institute. COEP is an Autonomous Institute of 'Government of Maharashtra' established in 1854 with an objective to provide instruction and undertake research in various branches of Engineering, Technology and Management for the advancement of learning and dissemination of knowledge in such branches. It is a top-tier Institute in India that boasts on sustained culture of academic excellence, scientific breakthroughs, and high-tech innovation. As COEP works diligently to realize its mission of providing the best learning, teaching and research opportunities to students and academicians alike, it continues to support students with the basics of modern knowledge and high values.

The hallmark of COEP education is its strong and widespread alumni network, support of the industry and the camaraderie that the institute shares with several foreign universities. The institute is consistently ranked amongst the

1 | Page




Principal
Vasantdada Sugar Institute
Manjari (Bk), Tal. Haveli,
Dist Pune - 412 307

top 50 technical colleges in India and its alumni have contributed a lion's share in development of national infrastructure.

1.0 OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding is to promote interaction between VSI and COEP under the proposed modes of collaboration as detailed below and/or as mutually agreed between the Parties; to engage in an effort to promote academic, need based and applied Research & Development as well as its activities to develop and expand relationships with sugar industry. It is agreed by and between the parties that the R & D project work would be executed jointly within the following objective and scope of the project and the responsibilities of each of the implementing agencies.

VSI and COEP will mutually design electives in some specific areas for undergraduate and post graduate programmes.

VSI will offer internships to undergraduate and post graduate programmes and can acts as guide in project works/ thesis if possible.

2.0 GENERAL TERMS OF MOU

- 2.1 **Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of three year. All activities conducted before this date within the vision of the joint collaboration will deemed to fall under this MOU.
- 2.2 **Coordination:** In order to carry out and fulfil the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. VSI and COEP Personnel will meet regularly (preferably with two days' notice) to discuss progress and line of action to carry-out the need based and applied R & D works beneficial to society especially to the stakeholders of sugar industry.
- 2.3 **Technical and Financial Support:** Addendums to this MOU will be developed for specific technical and financial support activities. These Addendums will provide a detailed description of the role, responsibility, and financial contribution of each party. Work plans and reporting requirements will be clearly outlined in the Addendums.
- 2.4 **Termination of MOU:** The partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also terminated with a written one-month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect

This MOU, unless extended by mutual written agreement of the parties, shall expire at the end of 3 years from the Effective Date of this MOU ("Term").




Principal
Vasantdada Sugar Institute
Manjari (Bk), Tal. Haveli,
Dist Pune - 412 307

This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time before the expiry of the Term as mentioned above.

Further, either Party shall have the right to unilaterally terminating this MOU upon 90 days prior written notice to the other Party.

However, the early termination of this MOU, whether mutual or unilateral by either of the Party, shall not affect any obligations of the Parties which intend to survive the termination of this MOU including but not limited to clause 5 (Confidentiality) above, or any other agreement entered into pursuant to this MOU.

3.0 PROPOSED MODES OF COLLABORATION

VSI and COEP propose to collaborate through one or more of the following:

- a. Mutually discussion and selecting need based and applied research project
- b. Nominating the team
- c. Preparing the time bound programme and selecting the places of visit
- d. Any other appropriate mode of collaboration agreed upon between VSI and COEP as per the mutually agreed scope.

4.0 TECHNICAL AREA OF COLLABORATION

The principal technical area of collaboration between VSI and COEP will be need based as mentioned in Annexure and applied R & D project well suitable for the development of sugar industry.

COEP agrees to work with and coordinate with VSI in the development of their initiatives to improve and expand support to the industry. They also agree to allow VSI and COEP to carry out monitoring and evaluation activities to assess the impact of these activities on participating producers.

5.0 CONFIDENTIALITY

- 5.1 Each party agrees that, at any time, after executing the activities of this MOU, it shall not; disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.
- 5.2 During and thereafter for a period of three years from the date of expiry or termination of this MOU, each Party agrees to consider as confidential all information disclosed by the other Party whether in written or tangible form or, orally disclosed by the disclosing Party ("Confidential Information").

3 | Page




Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist Pune - 412 307

- 5.3 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 on the disclosing Party;
 - is independently developed by the receiving Party; or
 - is required to be disclosed by law or court order.

5.4 Each Party may disclose the Confidential Information only on need-to-know basis to its directors, employees, officers, agents (Authorized Personnel) and shall be responsible for actions of such Authorized Personnel;

5.5 Both the Parties will maintain and hold the Confidential Information in the strictest confidence and will not disclose to any third party except after obtaining written consent of the disclosing Party.

5.6 Further, receiving Party shall use Confidential Information of the disclosing Party for the limited purpose of this MOU, as defined under clause 2, and shall under all circumstances preventing unauthorized use of the Confidential Information.

6.0 NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

7.0 RELATIONSHIP

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

8.0 ASSIGNMENT

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




Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist Pune - 412 307

9.0 NOTICES

All notices hereunder shall be giving in writing by hand delivery, courier service, email (with confirmation of receipt) or facsimile (with confirmation of receipt) at the addresses set forth below:

COEP:

Attn: Dr. Archana Thosar
☎ : +91 9923334900
☎ : +91 20 25507412
✉ : agt.elec@coep.ac.in

VSI:

Attn: R.A. Chandgude
☎ : +919422252279
☎ : +91 20 26902100
✉ : admin@vsisugar.org.in

10.0 INTELLECTUAL PROPERTY

Any product, tool, framework, solution, or new innovative idea developed by VSI and COEP through this activity will be jointly owned by VSI and COEP.

SIGNED IN DUPLICATE

This MOU is executing in duplicate with each copy being an official version of the agreement and having equal legal validity. This agreement will be administered in accordance with prevailing standard provisions and certifications.

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



On behalf of COEP
5, Wellesly Road
Shivajinagar, Pune - 411005

By : [Signature]
Name : Dr. B. B. Ahuja
Title : ~~Officiating~~ Director
Date : College of Engineering Pune
Witness : Pune-411005.

1. Prof. M.S. Sutaone [Signature]
Deputy Director
2. Prof. A.G. Thosar [Signature]
Dean R and D

On behalf of VSI
Manjari (BK), Tal: Haveli,
Dist: Pune : 412 307

By : [Signature]
Name : Shri Shivajirao Deshmukh
Title : Director General
Date :
Witness :

1. R A Chandgude [Signature]
Technical Advisor and Head
2. P G Patil [Signature]
Technical Advisor, Electrical



5 | Page



[Signature]
Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist Pune - 412 307

Annexure: Areas of Collaboration

Joint collaboration in need based and applied R & D programs in the following areas:

- Mechanical Engineering
- Electrical and Electronics Engineering
- Instrumentation Engineering
- Materials Engineering, Composites & Metallurgical science
- Conservation of Energy and thermal systems
- Flow Modelling & Optimization


Principal
Vasantdada Sugar Institute
Manjari (Bk), Tal. Haveli,
Dist Pune - 412 307

