

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 05th of May, 2017

Between

I. S. B. & M. School of Technology, Nande Village through its Principal, located at Survey No.44/1, 44/1/2, Nande Village Taluka Mulshi, Pune 411042. (Hereinafter referred to as “**ISBM**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on **FIRST PART**

And

M CAD Solutions, a registered through Mrs. Sukeshni Potdar having its principal place of business at 19/42, Hingane Home Colony near Datta Mandir, Karvenagar, Pune-411052 (Hereafter referred to as “**M CAD SOLUTIONS**”, which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on **SECOND PART**

AND WHEREAS **ISBM** is a leading institute working in the field of Fundamental Education, Engineering, Information Technology and Business Management based in Navi Mumbai and has state of the art infrastructure.

AND WHEREAS **M CAD SOLUTIONS**, a registered firm, registered in 2017 with a view to be in commercial training and coaching in the field of engineering, CAD/CAM/CAE, management and any other incidental activity in connection with its business.

And WHEREAS both **ISBM** and **M CAD SOLUTIONS** are desirous of associating with each other in supplementing and integrating their expertise so as to offer a course on “Auto CAD, Creo, SolidWorks, Catia, NX CAD and AutoCAD, Inventor, Hypermesh, ANSYS, ANSA & Matream, SOFTWARE” to prospective students.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **ISBM** and **M CAD SOLUTIONS** as under.

1.0 Definitions and Interpretation

- 1.1 “**MOU**” shall mean this Memorandum of Understanding executed between **ISBM** and **M CAD SOLUTIONS** on 5th of MAY, 2017.
- 1.2 “**Party**” or “**Parties**” shall mean **ISBM** and **M CAD SOLUTIONS** individually and collectively as the context may require.
- 1.3 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 under: CAD using AutoCAD/Creo / Catia / SolidWorks / NX CAD, and CAE using ANSYS, ANSA, Hypermesh and CAM using Mastercam and Additional courses may be added as per the need on mutual agreement and conditions.
- 2.2 The course contents mutually agreed by the parties may be subject to change as and when necessary and mutually agreed.
- 2.3 The duration of the course shall be of 50 or 60 Hrs. according to the course selected which may be subject to change with mutual understanding.
- 2.4 The course shall be conducted in timings that do not clash with the teaching timings of the institute.
- 2.5 The course shall include lectures & practicals for CAD/CAE from M CAD SOLUTIONS faculty.
- 2.6 The fee chargeable per student is given below in 5.3 which may be subject to change with mutual understanding.
- 2.7 The number of students per batch shall be restricted to 30, which may be subject to change with mutual understanding.
- 2.8 The number of batches and the timings will be decided with mutual understanding.
- 2.9 Admission preference shall be given to students of ISBM. In the case that the decided number of students is not filled from ISBM then M CAD SOLUTIONS has the right to introduce students from outside through marketing on their own behalf.
- 2.10 Test shall be conducted at the end of the course and Letter of Appreciation shall be given by M CAD SOLUTIONS to the promising students.

3.0 Responsibility Structure

- 3.1 ISBM shall provide the infrastructure of systems, LCD projector, Creo, Catia, SolidWorks, NX CAD, AutoCAD and ANSYS, Hypermesh and CAM using Master cam.

- 3.2 M CAD SOLUTIONS shall be responsible for supply of Soft copy of course material, and training faculty.
- 3.3 ISBM shall create awareness amongst its students.
- 3.4 M CAD SOLUTIONS shall be responsible for Students Project Assistance.

4.0 Certification

- 4.1 Joint certificates will be issued for AutoCAD, Creo, CATIA, and NX-CAD ANSYS, HM which shall have the names of both ISBM & M CAD SOLUTIONS as issuing authorities.

5.0 Fees Structure/ collection:

- 5.1 M CAD SOLUTIONS shall be paid fees as per the following schedule.
- 50% of the fees at the start of the course
 - Remaining 50% after successful course completion.
- 5.2 Fee shall be collected by ISBM and ISBM shall pay M CAD SOLUTIONS
- 5.3 Fees Structure: Fees charged by M CAD Solutions per student per course is as given below.

Sr. No.	Course Topic	Training Duration (Hours)	Fees per student per course (Rs./-) for a minimum batch size of 30	Fees per student per course (Rs./-) for a minimum batch size of 50
1	Computer Aided Design using CREO	50	4,500	3,500
2	Computer Aided Design using CATIA V5	50	4,500	3,500
3	Computer Aided Design using NX CAD for Design Engineers	50	6,500	5,500
4	CAM using Master CAM	40	4,000	3,000
5	FEM Using HM	50	5,000	4,000
6	Finite Element Analysis using ANSYS Mechanical APDL & Workbench	50	6,000	5,000
7	Computational Fluid Dynamics using ANSYS ICEM CFD & Fluent	50	7,000	6,000

6.0 Relationship

This MOU relates solely to the intention of the parties wherein **ISBM** and **M CAD SOLUTIONS** jointly offer a course on “Creo, Catia, SolidWorks, NX CAD, AutoCAD, ANSYS, Hypermesh, Mastercam SOFTWARE” to the prospective students and shall not extend to other activities or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

7.0 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 having first obtained the other Party's written agreement.

8.0 Confidential and Proprietary information

- 8.1 “Confidential Information” shall mean all information, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by M CAD SOLUTIONS, and disclosed by M CAD SOLUTIONS to ISBM or its faculty which is related to M CAD SOLUTIONS information such as course material, training data, guidance notes, procedures, methodology and licenses etc.
- 8.2 ISBM shall hold in trust and confidence, for M CAD SOLUTIONS all confidential information provided by M CAD SOLUTIONS and ISBM shall not disclose to any person, or use such information for any purpose other than defined in this MoU. ISBM shall not make any copies of the confidential information than are required for the work involved and with prior and mutual consent from M CAD SOLUTIONS and shall return/destroy all such information at the termination of the contract. By disclosing this information to ISBM, M CAD SOLUTIONS does not grant any express, implied or other license or right to ISBM to propagate the information.
- 8.3 ISBM shall not disclose confidential information or work to any third parties, including other contractors of ISBM, without first obtaining written consent from M CAD SOLUTIONS.
- 8.4 ISBM shall disclose M CAD SOLUTIONS' confidential information only to ISBM's employees having a legitimate business reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and ISBM's obligations hereunder. ISBM shall also segregate such information at all times from the confidential material of others so as to prevent any co-mingling.
- 8.5 ISBM 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. ISBM

shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by M CAD SOLUTIONS. In the event of any loss, ISBM shall notify M CAD SOLUTIONS immediately.

9.0 Termination

Except for those obligations contained in clauses 8.2 to 8.5, which continue after termination or expiration the present MOU as provided herein, the present MOU shall terminate:

2 (Two) years from the date of signing of MOU, unless renewed for a further mutually agreed period.

10.0 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.

11.0 Consequential Damages

Other than expressly mentioned in this MOU, 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.

12.0 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.

13.0 Arbitration

13.1 All disputes, differences or claims arising out of or in relation with 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 arbitration.

13.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of ISBM and Partner, M CAD SOLUTIONS or any other persons so nominated by the respective Parties, shall meet together 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 on both the parties.

14.0 Governing Law

The agreement 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 M CAD SOLUTIONS :

M CAD SOLUTIONS,

19/42, HINGANE HOME COLONY NEAR DATTA MANDIR,
KARVENAGAR, PUNE-411052.

Tel.: +91- 9067404602

E-mail Id: info@mcadsolution.in

For attention of: Mrs. Manoj Potdar

In the case of notices to ISBM:

I.S.B. & M. School of Technology, Nande Village

Survey No.44/1, 44/1/2, Nande Village Taluka Mulshi , Pune
411042

For attention of: Principal

- 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 understanding

This MOU expresses the whole agreement reached between the Parties. Consequently this Agreement supersedes any previous letter or

document of whatsoever nature exchanged between the Parties with respect to this Agreement.

17.0 Waiver



The waiver by one Party here to of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

18.0 Amendment

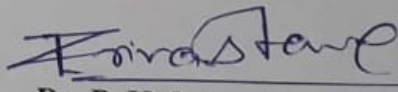
No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives, on this Fifth day of May, 2017.


For M CAD Solutions

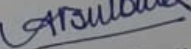


Mr. Manoj Poddar
Managing Partner

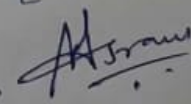
For I. S.B. & M. School of Technology,
Nande Village


Dr. P. K. Srivastava
Principal

PRINCIPAL
I S B & M School of Technology
Nande, Pune-42.


Witness: Dadasaheb Jadhav


Witness: T. H. Bulbule


(Assani S.H.)
TPO