

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**Department of Computer Engineering**  
SSBT's College of Engineering & Technology,  
NH- 06, Bambhori, Jalgaon - 425001  
Maharashtra

**And**

**Networcx AG**  
Eggliweg 46  
8832 Wilen b. Wollerau  
Switzerland



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this, the 11<sup>th</sup> day of December-Two Thousand Twenty three (11.12.2023).

### BETWEEN

Department of Computer Engineering, SSBT's College of Engineering & Technology, Bambhori, Jalgaon-425001(M.S.) represented herein by its, **Dr. M. E. Patil (HOD, Computer Engineering)** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

**Networcx AG, Egglweg 46, 8832 Wilen b. Wollerau, Switzerland** and represented herein by its **Partner Mr. Niraj Chavan**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named: **SSBT's College of Engineering & Technology, Bambhori, Jalgaon.**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E) **Networcx AG**, the Second Party is a global IT service provider engaged in Software development, IT Services, and Consulting Services in the field of commercial activities (Marketing & Sales, Performance, Customer touchpoints and much more).



- F) **Networcx AG**, the Second Party having address; **Eggliweg 46, 8832 Wilen b. Wollerau, Switzerland**

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:**

## **CLAUSE 1: CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2: SCOPE OF THE MoU**

- 2.1 Students can play a key role in the technological upgrading, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of great benefit to the student community in enhancing their skills and knowledge.
- 2.2 **Industrial Training:** The interaction between the industry and the institution will provide an insight into the latest



developments/requirements of the industry; Industry training and experience provided to students and faculty through this association will build confidence and prepare students for a smooth transition from academic to professional career.

- 2.3 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy.
- 2.4 **Skill Development Programs:** The second party will train the first party students in the new technologies to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.7 There is no financial commitment on the part of the **SSBT's College of Engineering & Technology, Bambhori, Jalgaon-425001 (M.S.)**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.8 The second party offers students the following framework, which can lead to possible employment upon successful completion (only by request of second party)
- Students already placed should not participate in the program.
  - Official start date for the internship is February 1.
  - The usual local working hours apply.
  - Work location is remote respectively home office.
  - The internship is free of charge, i.e. we do not pay the students any money.
  - The duration of the internship is 4 months.
  - After the internship, we will only conduct an interview if we wish to continue an engagement.
  - The student must provide a laptop/PC if selected for the internship. Access to programs necessary to execute the defined tasks will be provided by the second party.
  - Students gain access to an international environment and client base.
  - Business language is English.



### CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.


### CLAUSE 4: VALIDITY

- 4.1 This MOU shall be valid for 3 years from the date February 2024 and each party shall be at full liberty to terminate the collaboration with mutual consent.

### CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES


- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

For SSBT's COET

  
Head  
Computer Engineering Department  
SSBT's College of Engineering & Technology  
Bambhori, Jalgaon - 425001 (M.S.)

Dr. M. E. Patil  
(HOD)

For Networkcx AG

  
Networkcx AG  
Eggliweg 46  
8832 Wilen b. Wollerau

Name  
(Partner)





Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Jalgaon (M.S.).

## **AGREED:**

For SSBT's COET

For Networcx AG

  
**Head**  
**Computer Engineering Department**  
**SSBT's College of Engineering & Technology**  
**Bambhori, Jalgaon - 425001 (M.S.)**

  
**Networcx AG**  
**Eggliweg 46**  
**8832 Wilen b. Wollerau**

Authorized Signatory

Authorized Signatory

<b>SSBT's College of Engineering &amp; Technology</b>	<b>Networcx AG</b>
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