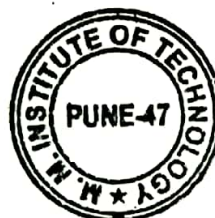


Date: 23/09/2019

**Memorandum of Understanding (MOU) Between
Marathwada Mitra Mandal's Institute of Technology Pune and
Virago Enterprise Pune**

This Memorandum of understanding ("Agreement") is entered into as of the Effective Date between Marathwada Mitra Mandal's Institute of Technology Pune (MMIT) is an Engineering Insitute located at Survey No. 35, Plot No. 5/6, Vadgaon Shinde Road, Lohgaon, Pune, Maharashtra 411047, having its Head Office at Marathwada Mitra Mandal 202/ A, Deccan Gymkhana, Pune - 411004 Ph: 020 - 25653039, Fax : 020 - 25653039 hereinafter called "MMIT" of the One Part and Virago Enterprise having its Registered office at A-103, Tanish Sanskriti, Dighi Road, Bhosari, Pune 411039, Maharashtra, India and works at PAP/J-80, Indrayani Nagar Road, MIDC Bhosari, Pune 411026, Maharashtra, India hereinafter called "Virago" of the Other Part. Both "MMIT" and "Virago" have signed Memorandum of understanding (MOU) as follows.

About Marathwada Mitra Mandal's Institute of Technology: The Marathwada Mitra Mandal's Institute of Technology, Lohgaon is established in the year 2008. It is affiliated to the Savitiribai Phule Pune University and is approved and accredited by AICTE. This multidisciplinary Institute offers University approved UG and PG Programmes in engineering, management and computer application. The uniqueness of the institute lies in its provision for elaborate spectrum of engineering and management and computer application programmes under one roof which emphasis on quality education, training and building of cultural value and development of soft skills. We believe in learning by capturing set of experiences and enable one to explore new realms of wisdom. At our institute, efforts are directed to accommodate and address the expectations of each student by imparting quality education for professional excellence and holistic development through continual improvement and team work. The college has sprawling and lush green beautifully planned spacious




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modern state of art infrastructure and hostel facility in 14 acres land appropriate to conduct to engineering and management education. The college has qualified and experienced faculty engaged in teaching and research.

About Virago Enterprise, Pune: Founded in 2016, Virago Enterprise Pune is a proprietary firm which offers Metallurgical services in Consultancy, Failure Analysis, Testing, Training and Placement. Virago Enterprise is owned by one of the Leading Metallurgist and Innovator in Western Maharashtra Region. Mr. Vidyanand S. Galphade is B.E. Metallurgy, COEP and M.Tech Materials and Metallurgical Engineering from IIT Kanpur. He has more than 13 years of experience in Industry, R&D and Academics.

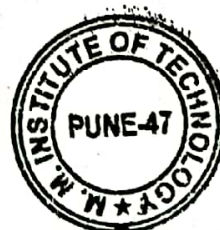
Both the parties, "MMIT" and "Virago" (hereinafter jointly referred to as Parties), are hereby entering into this Memorandum of Understanding (hereinafter referred to as MoU), on 23th September 2019 (hereinafter referred to as Effective Date), which witnessed as follows:

The Parties hereby establish a formal affiliation for the purpose of enhancing the relationship between the parties through the promotion and development of collaborative research programs, academic programs and other cooperative activities and assistance in areas of mutual interest and benefit. The Parties anticipate that such activities may include any or all of the following in general:

- Providing Mechanical and Metallurgical Testing and Consultation to Industries in India and abroad.
- Training of "MMIT" students and faculty in Industry;
- Joint B.Tech/M.Tech Project work of "MMIT" students with Industries;
- Undertaking joint R&D projects of national interests in joint collaboration with industry and government laboratories, like AICTE, DST, HEMRL Pune, DRDO, BARC, NAL, HAL etc.
- Undertaking joint R&D projects funded by Industries in India and abroad.
- Establishing contacts with overseas universities and industries on abroad for student / faculty exchange and collaborative research;




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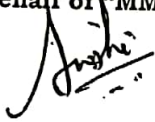
- Development, organization and hosting of joint academic and cultural symposia, conferences, workshops and meetings;
- Exchange of documentation, research materials, publications and information in fields of mutual interest

This agreement further witnesses that -

"MMIT" will provide academic excellence in the terms of knowledge pool of Mechanical Engineering faculties and "Virago" will use its Technical expertise and national and international contacts in industry and institutions so as to achieve aforesaid goals.

The Principal Investigator/s are:

On behalf of "MMIT":



Prof. Anjali Joshi
Associate Professor,
Department of Mechanical Engineering,
Marathwada Mitra Mandal's Institute of Technology Pune (MMIT)
Survey No. 35, Plot No. 5/6,
Vadgaon Shinde Road, Lohgaon,
Pune, Maharashtra 411047
Email: anjali.joshi@mmit.edu.in

On behalf of "Virago":



Mr Vidyanand S Galphade
Proprietor,
Virgao Enterprise,
PAP/J-80,
Indrayani Nagar Road,
MIDC Bhosari, Pune 411026
Email: virago.meta@gmail.com

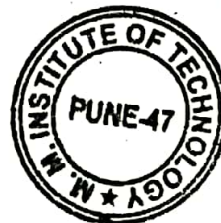
The Principal Investigator (s) shall:

- Receive and evaluate future proposals to enhance identifying areas and opportunities in which the two Parties might potentially collaborate and make recommendations on the feasibility and implementation of such proposals to their respective administrations. Any such collaboration will be formalized as appendices to this Addendum upon approval by appropriate administrative authorities, supervise the implementation of such cooperative programmes.
- Identify further areas and opportunities in which "MMIT" and

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"Virago" might potentially collaborate.

- Establish a programme committee with members representing "MMIT", "Virago", as well as experts in related field (India and abroad) and institutes. At appropriate intervals, arrange for meetings of the programme committee at a mutually convenient time and place and in a mutually convenient manner to discuss all aspects of the affiliation as described herein.

Intellectual Property:

- The parties recognize the intellectual property rights of each other in the materials to be delivered in connection with the programme to be carried out and agree not to publish any paper, file any patent / copyright, trademark, registration application in its own name or in the name of its associates on any matter relating to the details supplied / disclosed by the other party, nor take any other action that may prejudicially affect such intellectual property rights.
- The ownership of the intellectual property rights in the work carried out under the Programme shall be mutually shared as agreed by this MOU. Neither "MMIT" shall restrict "Virago" nor shall "Virago" restrict "MMIT" from engaging in the same or similar activities with any third party. However, each Party shall inform the other Party of any other MoU executed by such Party with any other organization/ institute in connection with any activity that is substantially the same as the activity proposed to be undertaken under this MoU; provided that neither Party shall be required by this provision to breach any contractual obligation to any other person with respect to confidentiality.

This agreement shall be in force for a period of five years from the date of the enforcement of this MoU.

In case, one of the parties do not wish to continue the collaborations as stated in this MoU, a written notice of at least three months or until end of semester would be required. However, it shall be binding on both the parties to protect the interest of students admitted to the programme under this MoU.

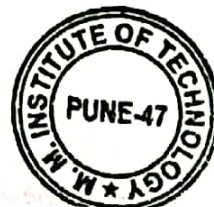
General:

- This MoU benefits only the Parties and their permitted assigns.
- Neither party is an agent of, partner of, employee of, or joint venturer with the other. Neither party has the right to bind the other party to any third party, or to the fulfillment of any condition not expressed provided for herein, or to any agreement or obligation, expressed or implied, between the other party and third parties.

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Lohgaon, Pune-47



- No extension, alteration, modifications or additions to this MoU, nor any waiver of any of the terms hereof, shall be valid unless made in writing and signed by the authorized representative of the respective parties.
- This MoU shall in no way become hindrance for carrying out any activities not stated in the agreement by the parties in pursuance of their respective constitutions.

Notice:

Any notice, consent or other communication authorized or signed by authorized representative required to be given here under shall be deemed to be given (i) upon receipt if delivered by hand, if sent by overnight courier, Fax, or Email, and (ii) upon receipt of a registered mail airmail confirmation if sent through each Party's national postal service and all notices shall be sent to the respective address of the Parties as set forth below their signatures on the signature page of this MoU or at such other address as either Party may notify to the other for use in the future.

Force Majeure:

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to the acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, scarcity, of water, electricity or such other basic facilities etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future courses of action.

Arbitration:

Any dispute or difference arising out of or in connection with this MoU shall be settled by the parties by mutual negotiations. Any unsettled dispute or differences shall be referred to the arbitration of a sole arbitrator, who shall be jointly appointed by the Parties. The provisions of the arbitration and Conciliation Act 1996 shall regulate the arbitration and the venue of the arbitration shall be Pune, India. The language of arbitration shall be English.

Assignment:

This MoU is personal to the parties hereto and may not be signed in whole or in the part by either party without the written consent of the other party.



In witness whereof the parties have caused this MoU to be signed by their duly authorized representatives, the day and year first above written.




[Signature]
Principal
Marathwada Mitra Mandal's
INSTITUTE OF TECHNOLOGY,
Lohgaon, Pune-47



Signed this day the 23rd September 2019

<p>For and on behalf of Marathwada Mitra Mandal Institute of Technology, Lohagaon, Pune</p>  <p>Dr. Rupesh V. Bhortake , Principle, Marathwada Mitra Mandal's Institute of Technology Pune (MMIT) Survey No. 35, Plot No. 5/6, Vadgaon Shinde Road, Lohgaon, Pune, Maharashtra 411047 Email: principal@mmit.edu.in</p>	<p>For and on behalf of Virago Enterprise</p>  <p>Mr Vidyanand S Galphade Proprietor, Virgao Enterprise, PAP/J-80, Indrayani Nagar Road, MIDC Bhosari, Pune 411026 Email: virago.meta@gmail.com</p>
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In presence of



Prof. R.S. Patil
Professor and Head,
Department of Mechanical Engineering
MMIT, Pune

HOD
Mechanical Engg.
Marathwada Mitra Mandal's
Institute of Technology (MMIT)
Lohgaon, Pune - 411 047

Date : 23rd September 2019




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Lohgaon, Pune-47





Virago Enterprise

Vidyanand S. Galphade
M.Tech (Materials & Met. Engg.) IIT Kanpur,
B.E. (Metallurgy) College of Engineering Pune
Email: virago.meta@gmail.com
Phone: +91-9011946910, 7387134246

Address/Reg. Office: A-103, Tanish Sanskriti, S.No. 219, Next to Gawali City, Dighi Road, Bhosari, Pune- 411039, Maharashtra, India

Virago/19-20/Proposal/MMIT

Date: 5th Sept 2019

Proposal

To,
Dr. R. V. Bhortake
Principal,
Marathwada Mitramandal's Institute of Technology,
Lohgaon, Pune – 411047

Kind ATTN: Dr. Anjali Joshi

Subject: Regarding terms and conditions for distribution of joint testing, consultancy and training/workshop

Dear Sir/Madam,
Greetings!

Thank you very much for extending hands of cooperation for joint work with us. In line with our discussion done on 29th August 2019, we are pleased to send the proposed terms and conditions for your kind perusal and further needful.

S.No.	Activity	Party	Responsibility	Share of Total Cost
1	Testing	Virgo Enterprise	<ul style="list-style-type: none">Business DevelopmentSample Collection from customersReport Collection & Delivery to CustomersPayment Collection from customersDistribution of shares to MMIT	30%
		MMIT	<ul style="list-style-type: none">TestingReport MakingEquipment calibration, service & maintenance	70%
2	Consultancy	Virgo Enterprise	<ul style="list-style-type: none">Business Development	5%
		Virgo Enterprise	<ul style="list-style-type: none">Investigation	25%*
		MMIT	<ul style="list-style-type: none">Investigation & expenses	70%
3	Training/ Workshop	Virgo Enterprise	<ul style="list-style-type: none">Business Development	30%
		Virago	<ul style="list-style-type: none">Teaching	70%#
		MMIT	<ul style="list-style-type: none">Teaching	

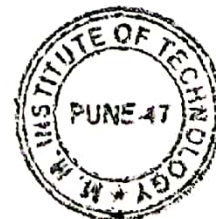
* If Virago has not participated in investigation, this 25% will added in MMIT share .

Both Virago & MMIT will get share in the ratio of teaching hours covered, this share is inclusive of expenses for the program.

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Lohgaon, Pune-47





Virago Enterprise

Vidyanand S. Galphade
M.Tech (Materials & Met. Engg.) IIT Kanpur,
B.E. (Metallurgy) College of Engineering Pune
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Phone: +91-9011946910, 7387134246

Address/Reg. Office: A-103, Tanish Sanskriti, S.No. 219, Next to Gawali City, Dighl Road, Bhosari, Pune- 411039, Maharashtra, India

In case you require any further clarifications. Please feel free to contact us.
Thanking you

Yours Faithfully,
Vidyanand S Galphade

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