

## Memorandum of Understanding

Between



# R3 Systems India Pvt. Ltd.

**R3 SYSTEMS INDIA PRIVATE LIMITED**

**(Formerly known as V3 Data Solution)**

First Floor, New Rohini Apartment, KBT Circle, Gangapur Road, near Saraswat Bank, Thatte  
Nagar, Nashik, Maharashtra 422005

Phone: (+91) 8600 1800 45, [www.r3sys.com](http://www.r3sys.com), [india.r3sys@gmail.com](mailto:india.r3sys@gmail.com)

And

**KCE Society's College Of Engineering and Information Technology**

D.I.C., N.H.6, next to IMR College, Ganesh Colony, Jalgaon, Maharashtra 425001

Phone: (+91) 257 22 42 025, [www.coeit.kces.in](http://www.coeit.kces.in), [info.coeit@gmail.com](mailto:info.coeit@gmail.com)

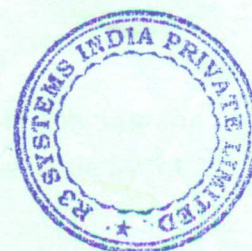
For

**Technical Training Program**



*Minal T. Kolhe*

**Prof. Minal T. Kolhe**  
HOD (Computer)  
KCES COEIT, Jalgaon



*Mr. Gauresh Suryawanshi*

**Mr. Gauresh Suryawanshi**  
Managing Director  
R3 Systems India Private Limited, Nashik

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This MEMBERSHIP AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS ON 16<sup>th</sup> Aug, 2019, at KCES COEIT, Jalgaon, By AND BETWEEN, R3 SYSTEMS INDIA PRIVATE LIMITED, a company incorporated under the [INDIAN] Companies Act, 1956, having its registered office at R3 SYSTEMS INDIA PRIVATE LIMITED office at First floor, First Floor, New Rohini Apartment, KBT Circle, Gangapur Road, near Saraswat Bank, Thatte Nagar, Nashik, Maharashtra 422005. (here in after referred to as '**R3**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns); KCE Society's College Of Engineering and Information Technology, Jalgaon, representative organization of all engineering colleges located in Jalgaon and surrounding areas, affiliated with University of Pune, (hereinafter referred to as '**KCES COEIT**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

**R3** and the **KCES COEIT** are hereinafter referred collectively as "Parties" and individually as "Party".

Whereas R3 is desirous of providing training to the KCES COEIT, Jalgaon;

And whereas Institution and R3 agree upon mutually beneficial transaction and desires of expressing the same into writing and hence this MOU;

Both Parties agree to the following terms and conditions:

1. This MOU shall be valid from 16<sup>th</sup> August 2019 as per the annexure attached for First Year, Second Year, Third Year & Final Year of Engineering students.
2. R3 agrees to provide training to the students at the premises situated at Jalgaon, made available by KCES COEIT or at premises situated at Nashik, made available by R3.
3. KCES COEIT agrees to provide to R3 facilities like, classrooms & other required infrastructure, including but limited to, projector, screen, Internet, Audio, visual facility, flip charts and markers to give training to the students.
4. Institution will provide all the students of First, Second, Third and Final year of Engineering.

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5. R3 agrees to provide the training at Jalgaon Campus, Provided as per the classroom strength of the students.
6. KCES COEIT shall provide sufficient advance notice to R3 regarding any examination dates, vacation or other holidays when classes will not happen.
7. KCES COEIT / any other person is not allowed to carry out any sort of video recordings of the trainings conducted by the R3 at the premises provided by the Institute.
8. The commercials will be as decided by the parties as per their mutual understanding as per Exhibit A mentioned below. All Payments shall be made by cash to "R3 SYSTEMS INDIA PRIVATE LIMITED". Following will be the schedule of payments.
9. KCES COEIT will provide decent lodging & boarding, breakfast, lunch, dinner arrangement to trainer of R3 The details of membership that Institution has agreed to take from R3 are as follows ("Membership"):

Exhibit A

Schedule of Payments	Payment Amount
After the completion of 100% of the Training per Semester	100% of the total amount

10. KCES COEIT may receive information proprietary to "R3" and vice versa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by KCES COEIT/R3 from third parties without a accompanying secrecy obligations; (c) is already in KCES COEIT/R3 possession and was lawfully received from sources other than R3 and Institutes or (d) is independently developed by institute/ R3. The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the KCES COEIT/ R3 for the benefit of others.

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11. All information or correspondence including information shared with or exchanged by R3 or the KCES COEIT or any of its employees, agents, officers, directors and contractors in connection with this MOU including all course materials, training content & methodologies, classroom & trainer notes, assessment tests etc, will be the sole and absolute property of joint venture of R3 and KCES COEIT including intellectual property and proprietary rights.

12. Either Party shall not use logos, trademark, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

13. KCES COEIT agree and confirm that during the term of this engagement and for a minimum period of six (06) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by R3, who is directly or indirectly associated with the project.

14. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.

15. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.

16. Each party shall be at liberty to terminate this MOU with a written notice period of 60 (sixty) days / (2) months to the other party without any compensation and seeking legal redress. KCES COEIT can terminate the MOU after evaluation of quality at any time without notice as per the feedback from the student and performance i.e before and after assessment test.

17. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole

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arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Nashik, Maharashtra.

18. Committee by KCES COEIT and R3 jointly will take decision and in any manner it will not go to court at any point of time by either of the parties.

19. Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

20. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.



21. This MOU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties. In witness whereof, both parties put their hard seal on the day, month and year herein mentioned.

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**Additional Benefits**

- Connection with students throughout the year with our online/offline learning and assessment tools
- Expert and result oriented faculties
- Bridge the gap between industry and academics by training students in industrial approach and technologies.
- Train and motivate students to learn to ideate and implement their own ideas that solve social and industrial problems.
- Bringing holistic thinking in students. (Not just “how to make”, but “what to make, why is it better than existing alternatives”).
- Enable students to participate at National and International level Conferences/Seminars/Contests.
- Increase employability by developing technical, attitudinal and soft skills in the students.
- Recruiting best technical students from the college (not based on academic criteria).
- Conducting workshops in the latest technologies by industry experts.
- Encourage cross-functional learning by facilitating multi-disciplinary projects.
- Establish connect with every student in the college and have a constant conversation with them to motivate them to become best engineers possible.
- Facilitate joint-research using company and college infrastructure.
- Provide research projects to students to enhance quality of education.

For R3 SYSTEMS INDIA PRIVATE LIMITED	For KCES COEIT
Name: Mr. Gauresh Suryawanshi   <b>R3 SYSTEMS INDIA PRIVATE LIMITED</b> <b>DIRECTOR</b>	Name: Prof. Minal T. Kolhe   <b>HOD</b> <b>Computer</b>
(Authorized Signatory)	(Authorized Signatory)
Designation: Managing Director	Designation: HOD (Computer)

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