

**Memorandum of Understanding  
(MOU)**

Between

**KCES's College of Engineering and  
Management**

COEM Campus, NH No-06,  
Behind DIC Office,  
Jalgaon-425001

and

**Ram Antivirus Pvt Ltd  
Ganesh Colony, Jalgaon**

# Memorandum of Understanding

**Ram Antivirus Pvt Ltd and KCES's College of Engineering and Management, Jalgaon**

This non-binding Memorandum of Understanding ("MOU") entered into effective as of date 02<sup>nd</sup> November 2023, by and between:

## About the Company

**Ram Antivirus Pvt Ltd**  
And

**KCES's College of Engineering and Management, Jalgaon**

**The College of Engineering and Management (CoEM), Jalgaon(MS)** was established in year 2001 by Khandesh College Education Society, Jalgaon which is one of the most prestigious and oldest education society in the Khandesh area with a vigorous past, a dynamic present, and brilliant future. It is recently re-accredited by NAAC with B++ grade (CGPA 2.91) in second cycle. Institute offers a world of opportunities to students with modern educational philosophy, state of art infrastructure and experienced faculty members.

In addition to regular curricular activities; co-curricular and extra-curricular activities like seminars, workshops, and expert lectures by dignitaries in the respective field are being organized. It provides strong foundation to prepare students with a broad base of technical knowledge, ability to work in team and ethical values like honesty, integrity, professionalism, humanity etc. which guides us towards pathway to achieve our vision.

More than 7000 successful alumni spread over the globe are witnessing the astonishing consistent progress of the institute. During current academic year around 2250 students are studying at diploma, UG and PG level.

Now therefore this MOU witnesses:

## I PURPOSE

**Ram Antivirus Pvt Ltd** is going to be engage with The College of Engineering and Management (CoEM), Jalgaon as a technology partner in providing solutions for their UG/PG/activities through syllabus discussions, faculty training programs and providing lab solutions.

**Ram Antivirus Pvt Ltd & College of Engineering and Management (CoEM), Jalgaon** hereby establish this memorandum of understanding (MOU) to express their desire to continue working together in areas of mutual interest devoted to faculty development, syllabus participation, and student internship program and provide equipment and tools for the labs for this department.

**Ram Antivirus Pvt Ltd & College of Engineering and Management (CoEM), Jalgaon** wish to explore mutually beneficial activities to provide professional and scientific information for the potential advancement of education, information, and innovation in technology.

## II ROLES AND RESPONSIBILITIES

This MOU sets forth the general roles and responsibilities that the parties propose to follow as they cooperate in the exchange of information in order to collaborate further to do the following:

- a. **Participate in syllabus discussion** for College of Engineering and Management (CoEM), Jalgaon undergraduate and postgraduate engineering programs
- b. **Host or participate in technical seminars** jointly with the intention to promote science and practice of engineering and allied sciences.
- c. **Ram Antivirus Pvt Ltd will offer internships to students and faculties** of College of Engineering and Management (CoEM), Jalgaon in the area of industry automation for a period of 6-12 months as per academic framework at Jalgaon
- d. **Ram Antivirus Pvt Ltd will provide suitable posters depicting the technology** relevant for UG/PG labs.
- e. **Ram Antivirus Pvt Ltd will provide latest equipment/tools/technologies** to College of Engineering and Management (CoEM), Jalgaon as per mutual discussions.
- f. **Ram Antivirus Pvt Ltd will propose a Centre of Excellence** in a chosen domain with equipment at College of Engineering and Management (CoEM), Jalgaon .
- g. **Ram Antivirus Pvt Ltd will provide any consultancy work** to the College of Engineering and Management (CoEM), Jalgaon
- h. **Ram Antivirus Pvt Ltd will provide all of its products in 90% discount** to the students and faculty members of every department of College of Engineering and Management (CoEM), Jalgaon.
- i. **Ram Antivirus Pvt Ltd will provide placement opportunities** for the students of College of Engineering and Management (CoEM), Jalgaon.

## III – Media Release

Any use of the **College of Engineering and Management (CoEM), Jalgaon** or **Ram Antivirus Pvt Ltd** brand names, trade names, service names, trademarks, service marks, and the like, must be agreed in writing on a case-by-case basis. Each such agreement may set-forth the applicable terms and conditions. The receiving/publishing party will provide the other party up to fourteen (14) days or such other mutually agreed time to review a copy of any proposed public release of information resulting from collaborative projects and to permit the other party to designate all or any part of the information as not subject to disclosure. All designated restricted material will be protected from disclosure.

#### IV – TERM AND TERMINATION

The MOU shall be effective from the effective date indicated above, and shall be valid for an initial term of two years, unless terminated earlier by either party. The initial term of this MOU will be automatically extended for additional consecutive periods of one year, unless terminated upon written notice by either party. The notice of early termination or termination at the end of the initial or any extension period should be issued at least 90 days before the intended date of termination and such termination will be without liability.

#### V – GENERAL

The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written agreement with respect to the subject matter of this MOU. The parties further understand that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated. Neither party shall be liable for any direct, indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other whatsoever.

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

The parties have simultaneously executed a Confidentiality Disclosure Agreement dated 02<sup>nd</sup> Nov 2023 and will abide by the terms thereof.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU without the prior written consent of the other party.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

Any notice under Section III of this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

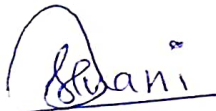
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

**WITNESSES:**

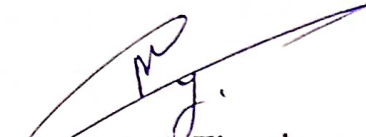
Signed and Dated on: 02-11-2023

College of Engineering and Management  
(CoEM), Jalgaon .

For Ram Antivirus Pvt Ltd



**Mr. Kalyan Dani**  
Director,  
Ram Antivirus Pvt Ltd



**Mr. Mukesh Tiwari,**  
Training and Placement Office



**Dr. Sanjay R. Sugandhi,**  
Principal,  
College of Engineering and Management  
(CoEM), Jalgaon .

