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कोटागार कार्यालय  
उस्मानाबाद  
24 MAR 2021  
मु. प्र. सि. / उप को. अ.  
उस्मानाबाद



MEMORANDUM OF UNDERSTANDING

BETWEEN

Terna Public Charitable Trust, College of Engineering, Osmanabad

AND

Fantasy Technologies, Ashok Chowk, Solapur

This Agreement made and entered into on this dated 26<sup>th</sup> March, 2021. between Fantasy Technologies, Ashok Chowk, Solapur and Terna Public Charitable Trust, College of Engineering, Osmanabad-413501, affiliated to Dr. Babasaheb Ambedkar Technological University Lonere and COMPANY with its registered office at Ashok Chowk, Solapur.

Handwritten signatures and initials.

SANJAY S. JOGDAND  
NOTARY & ADVOCATE  
Ajanta Nagar, Osmanabad



## 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between institute and company in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between institute and company.

## 2. PROPOSED MODES OF COLLABORATION

Institute and company propose to collaborate through

- a. Fantasy Technologies will manage to conduct campus drive at TPCT's College of Engineering, Osmanabad for any recruitment process and also for its business associates requirements.
- b. Arranging value added training programs/ Industrial Training Programs, Workshops, Seminars, Expert talk, Industries visit for the TPCT's College of Engineering, Osmanabad
- c. Any other appropriate mode of interaction agreed upon between institute and company.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

## 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program entered into by the Parties may also include the following:

- a. **In their own existing facilities** - The performance of research and development individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research and development by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported by either Party.
- c. **Third parties** - The performance of research and development by the Parties together with one or more third parties.

## 4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between institute and company will be as set out by both parties area of interest of research and development.

## 5. AGREEMENTS FOR RESEARCH AND DEVELOPMENT COLLABORATION

Each research collaboration has undertaken by the parties hereunder shall be initiated by the signing of separate research and development agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research and development collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research and development collaboration or which belong to a party and are used in research and development collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

*Handwritten signature*

*Handwritten signature*

SANJAY MOGDAND  
NOTARY & ADVOCATE  
Ajanta Nagar, Osmanabad  
Mob-9130369331



## 6. CONFIDENTIALITY

- a. During and for a period of ten years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - Is already known or become known to the receiving party
  - Is received from a third party having no obligations of confidentiality to the disclosing party
  - Is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.

## 7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 10 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research and Development Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

## 10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

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*[Handwritten signature]*

*[Handwritten signature]*  
SANJAY TOGDAND  
NOTARY & ADVOCATE  
Ajanta Nagar, Sahar, 2020  
Mob-9136364321

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

<p>For: Fantasy Technologies, Ashok Chowk, Solapur</p> <p><i>[Signature]</i></p> <p><b>Fantasy Technologie</b> Block No.16,Vikas Nagar, Behind Sipse &amp; Bytas Hotel, Hotgi Road, Solapur-413001 Website : www.fantasytech.in Name: Mrs.Jyoti Tarange Title: Date: Stamp: <i>[Signature]</i> <i>26/03/2021</i></p>	<p>For :Terna Public Charitable Trust College of Engineering, Osmanabad</p> <p><i>[Signature]</i> <i>26/03/2021</i></p> <p><b>Dr.V.V.MANE</b> Principal College of Engineering Osmanabad 413501</p> <p>Name: <b>Dr. V.V.Mane</b> Title: <b>Principal</b> Date: Stamp: <i>[Signature]</i></p> <p></p>
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Witnesses:  
1) *[Signature]* Dr. V.D. Bachwar  
2) *[Signature]* *[Name]*

Witnesses:  
1) *[Signature]* Prof. Ashok Jaisankar  
2) *[Signature]* mundhe R. C.

SIGNED BEFORE ME  
*[Signature]*  
SANJAY S. JOGDAND  
NOTARY & ADVOCATE  
Reg.No.11233 Dist.Osmanabad

