



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into at Indore on 1st December 2021.

## BETWEEN

DSW Pvt. Ltd. (CIN-U74999MH2019PTC331503) having its Head office at 1 Aerocity,-#4023,NIBR Compound, Mohili Village, Safed Pool, Sakinaka, Mumbai, Pin-400072 duly authorized to enter into this Agreement on behalf of DSW Pvt. Ltd. hereinafter referred to as DSW of the First Part,

#### AND

Shri Govindram Seksaria Institute of Technology and Science, Department of Computer Engineering, an educational institute located at 23, Park Road, Indore, Madhya Pradesh, India, 452003 (though the hands of its Director, Dr. Rakesh Saxena), hereinafter referred to as "SGSITS" of the Second Part.

WHEREAS, the DSW and SGSITS are interested in mutual interactions with respect to

R & D projects, student projects, student internship, faculty exchange and knowledge sharing and to pursue the same with mutual consent at each stage.

NOW, THEREFORE, the DSW and SGSITS hereby agree as follows:

#### 1. DSW shall:

- Suggest to SGSITS about the topics on which the students of SGSITS can do their project work collaboratively with DSW.
- b Provide guidance to the students for performing the project work.
- c Provide opportunity to SGSITS students to do their internship at DSW.
- d Exchange experts with SGSITS for delivering expert lectures on various topics of interest, as may be agreed upon time to time by both parties.
- e Deliver lectures to cover portion of syllabus of some subjects of curriculum as per the requirement of SGSITS.
- f Conduct special program to involve faculty in various activities of the industry to provide them exposure to the working of the industry.
- Provide assistance in mid-term evaluation of the projects for the purpose of improving quality of the projects to meet the industry standards.
- h Periodically update SGSITS about the status of their staff availability.

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- An innovation lab cab be setup if SGSITS (Department of Computer Engineering) provides space. The requisite equipments shall be provided by DSW. This lab can be used by students of SGSITS only, for working on live projects assigned by DSW, interns of SGSITS working at DSW etc.
- After 5 years of setting the lab, the equipments can either be taken back by DSW or can be given to SGSITS as per DSW's decision.
- For any industry oriented training in joint collaboration, revenue model will be as approved by SGSITS. The training timing will be beyond normal timing of classes.

## 2. SGSITS shall

- Permit its UG and PG students to undertake final year project work in collaboration with DSW (on technology and topic) agreed mutually. The students/faculty shall sign Non-Disclosure Agreement with DSW before start of the project.
- Permit its UG and PG students to take internship (full time/part time) with DSW.
- Exchange faculty with DSW for delivering expert lectures on various topics of interest, as may be agreed upon from time to time by both parties.
- Bind the students to complete the tenure of an assignment for the predefined period of time. In case of a student not fulfilling or abruptly leaving a position without proper notice, take appropriate action.
- Since the program will only cater to a number of students that can be handled by DSW at that point of time, SGSITS will help in selecting the right candidates.
- f Help in form of adjustments in schedules to flexibly allow students participating in the program.
- g SGSITS, Department of Computer Engineering shall provide space for innovation lab as per mutual agreement for requirement.
- Facilitate students to attend and faculty to conduct any industry oriented training jointly organized during timing beyond normal timings of classes. SGSITS will share the revenue for which prior approval will be obtained on joint proposal.

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This MOU shall not be construed to make either party financially liable to the other party. If the performance of the student intern is not found as per expectations, then quality of the work done by the intern shall be judged jointly by institute faculty and DSW, and appropriate action will be taken to ensure quality of work assigned and the performance of intern.

In the event of any dispute arising between the parties hereto, the parties shall first try to resolve the same mutually, and if the dispute cannot be settled mutually then the parties shall refer the dispute to arbitration. The arbitration proceedings shall be conducted in terms of Arbitration and Conciliation Act 1999, as amended up to date. The arbitration will be conducted by a sole arbitrator mutually appointed by the parties hereto. The venue of arbitration shall be at Indore and the parties shall equally share the cost of arbitration.

The term of this agreement shall be for a period of **Five year** beginning from the date of signing this agreement ("Commencement Date"). However, the Agreement may be renewed by the mutual consent of both the parties.

The Parties shall be at liberty to terminate this Agreement prior to the expiration of the term stated above, with sixty days advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date and year first above written.

Authorized signatory

DESIGNATION & SEAL

Name: Dr. Rakesh Saxena

For DSW Pvt. Ltd.

Authorized signatory

amesh Kumar

DESIGNATION & SEAL DIRECTOR OF HR

MUMBA

DIRECTOR Shri G. S. Instt. of Tech. & Sc. Indone - 452003 (M.P.)

DIRECTOR

For SGSITS

For Deptt. of Computer Engg.

Authorized signatory Name: Dr. Urjita Thakar

DESIGNATION & SEAL HEAD OF THE DEPTT.

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## Annexure - 1

This annexure is an integral Part of main MOU between DSW Pvt Limited and Computer Engineering Department SGSITS Indore

# Terms and Conditions (Training / Internship / Project/ Consultancy Program)

- 1. Students shall directly pay the fees to the DSW Pvt Ltd. for training.
- DSW will share the amount with institute at 50-50 ratio after deducting all the expenses from the collected fees.
- The above 50% share of the Institute will be distributed to the faculties and staff as per the SGSITS consultancy norms.
- 4. On mutual understanding with HOD Computer engineering, the department faculties can take the lecture in the student training program/consultancy projects of DSW. The remuneration shall be Rs. 1000 Per training session and consultancy projects charges can be decided as and when available on mutual consent with . If the session is in offline mode and travel is required outside Indore then DSW will reimburse the Travel Allowance as per actual.
- 5. A committee constituted by the SGSITS will audit all the expenses incurred and income during the program.

\* session = 1 Hour

Dated:

Place: Indore

Signature

Name: Dr. Urjita Thakas

HOD Computer Engineering

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INDIA

Signature and Stamp

Name Ramesh Kumar

Director DSW Pvt Ltd

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Signature and Stamp

Name Rakesh

Director SGSITS Indore

DIRECTOR

Shri G. S. Instt. of Tech. & Sc. Indore - 452003 (M.P.)