

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Department of Computer Science,
VNSG University, Surat**

&

Bigscal Technologies Pvt. Ltd., Surat

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 18th day of February Two Thousand Nineteen (18/02/2019),

BETWEEN

Department of Computer Science, VNSG University, Surat, the First Party represented herein by its **Dr. Apurva A. Desai**, Professor and Head (hereinafter referred as "**First Party**").

AND

Bigscal Technologies Pvt. Ltd., Surat, the Second Party, and represented herein by its Zonal / Divisional Head, **Mr. Ketan V. Mangukiya**, (hereinafter referred to as "**Second Party**").

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A. First Party believes that collaboration and co-operation with second party will promote more effective learning of the students, and provide career opportunities to them.
- B. The Parties intent to cooperate and focus their efforts within area of Skill Based Training, Education and Software development.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 - SCOPE OF THE MoU

- 1.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of the industry. Both parties believe that this association between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 1.2 Industrial Visit: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party shall permit the Students of the First Party, for Industrial visit.

- 1.3 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per **AICTE** internship Policy.
- 1.4 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 1.5 There is no financial commitment on the part of the **Department of Computer Science, VNSG University, Surat**, the First Party to take up any program mentioned in the MoU.

CLAUSE 2 - VALIDITY

- 2.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Bigscal Technologies Pvt. Ltd., Surat**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Department of Computer Science, VNSG University, Surat** or **Bigscal Technologies Pvt. Ltd., Surat**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 2.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 3 - RELATIONSHIP BETWEEN THE PARTIES

- 3.1 It is expressly agreed that **Department of Computer Science, VNSG University, Surat** and **Bigscal Technologies Pvt. Ltd., Surat** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.
- 3.2 Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 3.3 Under any circumstances, the second party cannot use the name of the first party to promote or get involved in any activity; either commercial or non-commercial.

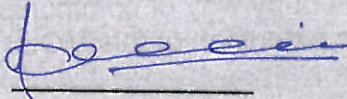
Department of Computer Science,
VNSG University, Surat

Bigscal Technologies
Pvt. Ltd, Surat

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **SURAT**.

AGREED:

For Dept. of Computer Science
Surat
VNSG University, Surat


Authorized Signatory

For Bigscal Technologies Pvt. Ltd.,


Authorized Signatory

Dept. of Computer Science, VNSG University, Surat	Bigscal Technologies Pvt. Ltd., Surat
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