

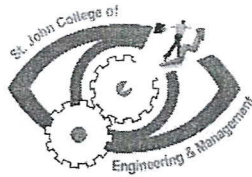
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Date : 08/02/2024

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

St. John College of Engineering and Management, Palghar



AND

RIGEL INFOTECH, MUMBAI, INDIA



AGREEMENT FOR

JOINT COLLABORATION FOR

TRAINING, EDUCATION, RESEARCH AND DEVELOPMENT OF

FACULTY AND STUDENT

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

St. John College of Engineering and Management, Palghar

AND

RIGEL INFOTECH, MUMBAI, INDIA

This non-binding Memorandum of Understanding ("MOU") entered into effective as of 06/02/2024, by and between St. John College of Engineering and Management, Palghar and Rigel Infotech, Mumbai shall be hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

A. St. John College of Engineering and Management, Palghar is committed to impart high quality education to its students and also foster advancement of education in different technical and scientific disciplines. It also has embarked on industrial research and development to support industries with new and alternate technologies and design solutions

B. Rigel Infotech, Mumbai, provides IT solutions to national & international clients, extends assistance in research work and provides training for institutes and corporates to enhance the research in the field of Computer Science and Application. Rigel Infotech is registered under MSME India with reg. no. UDYAM-MH-17-0067406 and is registered internship partner with AICTE.

C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. SCOPE

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between St. John College of Engineering and Management, Palghar and Rigel Infotech in various areas of mutual interest and benefit.

1.2 Industrial Training: Industry and Institution interaction will provide and insight into the latest development/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to involve in industrial training , entrepreneurial sills development training and industrial projects amongst students work.

1.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the student of the First Party on the technology trends and in house requirements

1.3 Internship and Placement: Second Party with actively engage to help the delivery of the training and placement of the students of the First Party on the technology trends

1.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Computer Science and Application which includes-

- a) Brainstorm on product and design complete look of the product
- b) Develop the product after mutual agreement of both the parties

c) Inspect and approve the final prototype of the product

1.5 Any concept or design or new software product shall be sole property of second party. All copyrights pertaining to any design or product are solely owned by the Second Party. Second Party retains the sole and executive authority to use, sell, reproduce, or create derivatives in part or full. First Party hereby agrees not to share or copy or reproduce the design, in part or full, without written consent of Second Party

2. COORDINATION

2.1 St. John College of Engineering and Management, Palghar and Rigel Infotech will establish a "Core Consulting Team". Both the parties shall ensure that the "Core Consulting Team" comprises appropriate personnel to discuss and implement the ideas. Both sides will also have a Single Point of Contact for coordinating various activities and for administration purposes.

2.2 St. John College of Engineering and Management, Palghar shall be represented by its Head of Department with designated members from college as and when necessary.

2.3 The parties hereby acknowledge and agree that "Core Consulting Team" will meet at least once in three months (every quarter) to ensure successful implementation of all measures mutually agreed to in the areas mentioned in this document for which the date can be agreed mutually.

3. RESPONSIBILITIES OF St. John College of Engineering and Management, Palghar

3.1 To provide the name of participants who will be taking training from Rigel Infotech

3.2 To provide technical assistance working in the computer lab during training.

3.3 Maintain key S/V provided by Rigel Infotech. It is understood that Rigel Infotech will provide the latest versions of the Software, Hardware and tools if required.

3.4 If required Rigel Infotech's consulting engineer will visit college for consulting purposes, College can provide local logistic arrangements for engineers for a reasonable and mutually agreed period to carry out consulting activity at St. John College of Engineering and Management, Palghar.

4. RESPONSIBILITIES OF RIGEL INFOTECH

4.1 To provide industry experts to support and conduct consulting activity or training.

4.2 To train St. John College of Engineering and Management, Palghar students and/or faculties on best industry practices and develop competency at St. John College of Engineering and Management, Palghar premises wherein the remuneration of such Workshop/FDP/Seminar/Internship or any other events will be decided on mutual understanding of both the parties.

4.3 Provide St. John College of Engineering and Management, Palghar with industry connect to bring in more consulting opportunities

4.4 To allow students to carry out projects/internships with minimum agreed duration. The number of students and Projects/internship will be decided based on mutual convenience.

5. JOINT RESPONSIBILITIES OF ST. JOHN COLLEGE OF ENGINEERING AND MANAGEMENT

5.1 Both parties jointly agree to closely work together to bring Workshop/Training opportunities for Students and Faculties.

5.2 Faculty Development Programs (FDPs) of five days once every year will be supported by Rigel Infotech.

5.3 In case of additional funding required to develop expertise on consulting, St. John College of Engineering and Management, Palghar and Rigel Infotech will put up a joint project proposal for funding by govt or any other agencies.

5.4 To work towards the success of projects and relationship fostering.

6. TERMS AND TERMINATION

6.1 This MoU shall come into effect from, 06/02/2024 and shall remain in effect for a period 5 years, unless terminated earlier by the Parties.

6.2 On mutual agreement after a period of 5 years, MoU can be further extended.

6.3 Either party shall have the right to terminate this MoU by giving 30 days prior written notice to the other Party.

7. CONFIDENTIALITY

7.1 Neither party shall, without the prior written consent of the other party, disclose to any third party the contents of this MoU or any information obtained by either party in performance of or in connection with this MoU. Both the parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.2 The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MoU.

8. COMMERCIALS

The commercials for each consulting opportunity will be discussed and agreed upon by both parties on a case-to-case basis.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 This policy assures that the intellectual property arising from the research conducted as a part of this agreement is used in the best interest of both parties.

9.2 Both parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided hereunder for the purpose of this MoU. Both parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

10. LIABILITY

10.1 Neither party shall be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and however caused whether arising under statute, contract and tort or otherwise in this MoU.

10.2 Both parties shall be liable for direct, loss, damage, cost or expense of any kind whatsoever and however caused whether arising under statute, contract and tort or otherwise in this MoU.

11. ARBITRATION

11.1 In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion

11.2 In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time.

11.3 The Parties shall mutually agree to endeavor to appoint a single arbitrator from St. John College of Engineering and Management, Palghar, within a period of 30 days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will be held at Palghar and Palghar District Court will have Jurisdiction to resolve the matter.

12. GOVERNING LAW AND JURISDICTION.

12.1 This MOU shall be governed by the laws of the Republic of India. Any dispute arising in connection therewith shall be submitted only to Palghar Court and Palghar Court has Jurisdiction to resolve the matter.

13. NON SOLICITATION

13.1 St. John College of Engineering and Management, Palghar shall directly or indirectly solicit, or cause to be solicited the employment of any employee of Rigel Infotech, who is involved in the performance of its obligations under this MoU.

14. BINDING

14.1 This MoU shall be non-binding on both the parties.

14.2 The Parties hereby acknowledge that this MoU is confined to the general terms between the parties for mutual cooperation.

15. ENTIRE UNDERSTANDING

This MOU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, representations and agreements, whether written or oral.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written

AGREED

For St. John College of Engineering and Management, Palghar

For Rigel Infotech, Mumbai



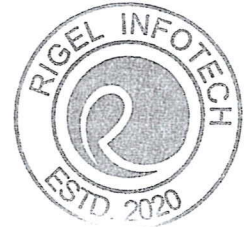
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Principal
Principal
St. John College of Engineering and Management
Dr. G.V. Mulgund Technical Campus
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Village-Veevor, Manor Road,
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Email: principal@sjcem.edu.in
Contact: 02525-297275 / 256486

Rigel Infotech

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Proprietor



FOUNDER

Mr. Ahmed Salim Shaikh
Rigel Infotech, Mumbai
Mobile No: 9665495383
Email: ahmed@rigelinfotech.in

WITNESS 1

Name: *Shraddha More*

Designation: *Assistant Professor, Dept. of Information Technology.*

Sign

[Handwritten signature]

WITNESS 2

Name: *Mr. Vivian Lobo*

Designation: *Assistant Professor & HOD, Dept. of AIML*

Sign

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