



## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this 17<sup>th</sup> day of Oct. 2015.

### By and Between

**Dexpert Systems Pvt. Ltd.**, a company incorporated under the Indian Companies Act, 1913 and an existing company within the meaning of Section 3 of the Companies Act, 1956 having its Head Office at D-123, Megacenter, Solapur Road, Hadapsar, Pune 411 028, India. (Hereinafter referred to as the “**Dexpert Systems**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and Include its successors and assigns) OF THE FIRST PART

### And

**Zeal Education Society** having its registered office at Narhe, (hereinafter referred to as “**ZES**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, successors and permitted assigns) OF THE OTHER PART.

(Both hereinafter referred to individually as “Party” or together as “Parties”)

### Background

Whereas, **Dexpert Systems Pvt.Ltd.**, and **Zeal Education Society** propose to set up a Center of Excellence to build a strong bond with each other and facilitate initiation of

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mutually beneficial activities in the field of technical, managerial and social knowledge sharing, optimization of resources, educational enhancement, expertise augmentation and become a role model for any Industries-Institutes Interaction.

Now the Parties agree as follows:

**Objective:**

To involve "Dexpert Systems" and its associate Companies and "ZES" to engage in the activities of:

- 1) Setting up of Excellence centers at Zeal Education Society.
- 2) Faculty exchange program:
  - a) Dexpert Systems Managers & Technical Experts to share practical knowledge in the field of Technical, HR, Finance, Operations and Marketing for ZES Students.
  - b) ZES Faculty to design and arrange Soft Skill & Management Development Program (MDP) for Dexpert Systems employees.
  - c) Dexpert Systems to design and arrange Faculty Development Program (FDP) for ZES Faculty on latest trends and demands of Industries.
- 3) Industrial Visits for Engineering and Management students to Dexpert Systems and associate Companies.
  - a) Facility and infrastructure sharing for multiple usages such as:  
ZES will make available Seminar Hall, Library Area, Computer Labs to enable "Dexpert Systems" to conduct training programs for their employees.
- 4) Placements & Internships for Engineering and Management Students.
- 5) Encourage Eng. Students to undertake any product research or Product Development Projects of Dexpert Systems.



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- 6) Jointly promote social programs for society including CSR, Environment and Education.
- 7) Provide Opportunities for employees of **Dexpert Systems** and associate companies to pursue post-graduation courses in ZES, Pune.
- 8) Two days Faculty training program for ZES faculties at **Dexpert System**
- 9) Any other initiative, activity or program not specified above to be mutually discussed and agreed upon after due approvals.

**Joint Certification:**

- On conclusion of any joint exercise, the participant will be issued a certificate of merit duly signed by both Institutions.

**Action Plan:**

- 1) A Committee shall be formed under the joint leadership of Head of **Dexpert Systems** and Director of ZES. **Dexpert System** and ZES will nominate two officials each as its members. Minutes of Meeting will be maintained.
- 2) Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon.
- 3) The committee shall meet once in a 3 or 6 months to plan activities, assigned responsibilities, obtain internal approvals in case costs are involved and take them to satisfactory conclusion.

**Terms and Conditions:**

1. Purpose - The purpose of this Memorandum of Understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.

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2. **Funding** -The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding including costs involved shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. This Memorandum of Understanding imposes no financial obligations on either party.
3. **Responsibility** - Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the period of this Memorandum of Understanding.
4. **Duration** - This memorandum shall remain in effect for the period of three years from the date of its execution by both parties. Either Party may terminate this Memorandum of Understanding by giving seven days' notice in writing to the other Party. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of Understanding, basis discussion and upon mutual agreement between the two parties.

**Miscellaneous:**


**a) Invalidity:**

If any provision of this MOU, or any portion thereof, is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this MOU will remain in full force and effect and such provision or portion will be deemed omitted and this MOU will be construed as if such invalid or unenforceable provision or portion had not been contained herein.

**b) No Waiver:**

No term or provisions hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or



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waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

**c) Entire Agreement:**

This MOU states the entire understanding between the parties on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter. No amendment or modification of this MOU shall be made except by a writing signed by both Parties.

**d) Independent Contractors:**

This MOU shall not constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Neither Party shall have the authority to bind the other without the prior written approval of the other in each and every case other than as specifically provided for in this MOU.

**e) Force Majeure:**

Neither Party shall be liable to the other for failing to perform its obligations under this MOU because of circumstances beyond the control of such Party. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer hardware, software and telecommunications failure or any events reasonably beyond the control of such Party.

**f) Governing Laws:**

This MOU shall be governed by laws of India.

**g) Dispute Resolution:**

Any disputes or differences with respect to or in relation with this MOU shall be settled by mutual discussions of the Parties within a period of thirty (30) days. In case



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Parties fail to amicably settle the disputes or differences within the aforesaid period, this MOU shall stand terminated.

In witness thereof, Dexpert Systems and ZES have caused this Memorandum of Understanding to be executed by their duly authorized representatives, on the date, month and year hereinabove mentioned.

For Dexpert Systems Pvt. Ltd.



For Zeal Education Society

Anupam Jeevan

(Authorized signatory)

Name: ANUPAM JEEVAN

Designation: MD

Place: Pune.

Date: 17<sup>th</sup> OCTOBER 2015

(Authorized signatory)

Name: Dr. A.N. Gaikwad

Designation: Principal.

Place: Pune.

Date: 17<sup>th</sup> Oct. 2015.



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