



**Memorandum of Understanding**  
**(MOU)**

This Memorandum of Understanding is made at Latur on **October 2021**

BETWEEN

**“Vilasrao Deshmukh Foundation Group of institution, Latur”** having its Registered Office at Latur, Maharashtra. hereinafter referred to as **“VDF School Of Engineering and Technology, Latur”** (Which term shall so far as the context admits be deemed to mean and include its successors, administrators and assigns) of the **First Part,**

AND

**Kedar Khamitkar & Associates (Certified by BEE, Ministry of Power Government of India & Enpanelment MEDA, Govt of Maharashtra)Dist. Latur, Maharashtra,** hereinafter referred to as **“Kedar Khamitkar & Associates”** (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the **Second Part.**

**WHEREAS:**

1. VDF School of Engineering and Technology, Latur is an Educational institution affiliated to Dr.Babasaheb Ambedkar Technological University, Lonere, Dist.Raigad. Maharashtra.



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**WHEREAS:**

1. VDF School of Engineering and Technology, Latur is an Educational institution affiliated to Dr.Babasaheb Ambedkar Technological University, Lonere, Dist.Raigad. Maharashtra.

2. Kedar Khamitkar & Associates ( Energy Auditor) is formed by professionals Certified by BEE, Ministry of Power Government of India & Enpanelment MEDA, Govt of Maharashtra”), who are working on auditor of energy conversation and preservation for Industry/Govt. Educational systems for number of years with a sharp focus on delivering valuable solutions.
- VDF School of Engineering and Technology, Latur is willing to enter into a Memorandum of Understanding (MOU) with Kedar Khamitkar & Associates (Energy Auditor) for the energy conversation and preservation and skills enhancement initiative program.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. Objective:**

- Industry Expert Lecture on energy conversation and preservation For Polytechnic/ engineering Students
- Set Up Of Creative Innovation Centre
- An energy audit to diagnose savings potential
- Project finance in some combination of conduit (indirect) debt obligations, competitive grants, and utility rebates
- General construction management for implementing energy efficiency measures
- To organize Workshop, Seminar & Training Programs for students, teaching & non teaching staff.

## **2. Period of MOU:**

This MOU shall come into force and with effect from the date of execution and shall remain valid for a period of Five year from such date after which the same may be reviewed by either party.

### **Roles & Responsibilities of the VDF School of Engineering and Technology, Latur;**

- a. VDF School of Engineering and Technology, Latur shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. VDF School of Engineering and Technology, Latur shall share in their letterhead the details of the students who will attend the aforesaid training program with Kedar Khamitkar & Associates(Energy Auditor) like name, email ID, contact details, qualification (along with the year of completion/pursuing) and other documents as per requirements.
- c. Counseling session to the Students/ Faculty.
- d. Technical Training
- e. Experts talk & Lectures series
- f. Active participation in the college activities like performing energy audit & it's management
- g. It would be the responsibility of the VDF School of Engineering and Technology, Latur to ensure that proper publicity of the Program is made through their website.
- h. It would be their responsibility to ensure that all their students adhere to training schedule.

**Roles & Responsibilities of Kedar Khamitkar & Associates (Energy Auditor):**

- a. Kedar Khamitkar & Associates (Energy Auditor) shall be responsible to provide access to enhancement program.
- b. Conduction of Energy Management & its Awareness
- c. Allocation of the projects to the students
- d. Experts talk & Lectures series.
- e. Participation in curriculum enrichment
- f. Active participation in the college activities like Conducting Energy Audit & Providing necessary solutions to save Energy.
- g. Kedar Khamitkar & Associates will arrange for assessment of its own and also arrange external assessment as required by VDF School of Engineering and Technology on various technical aspects for students.

**3. Other Terms & Conditions:**

- Following are the other terms and conditions of MOU:
- Program Coordinator to be appointed by College
- TPO's active support and participation is required for smooth & efficient conduct of the program

**4. Commercials:**

This Enhancement Program is free of cost. It will be mutually decided by both the parties on time to time.



**5. Limitations and Warranties :**

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

**6. Termination:**

- Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the on-going Training Programs, which would be without any hindrance and would be progressed for completion.

**7. Entirety & Amendment:**

- This MOU contains the entire understanding between the Parties in relation to the mentioned Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**8. Confidential Information:**

- Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has

been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;

- Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

#### **9. Force Majeure:**

- Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof,

compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

■ **Non-Solicitation:**

DF School of Engineering and Technology, Latur agrees that during the term of this agreement and for a period of on FIVE (5) years after the termination or expiry thereof, DF School of Engineering and Technology, Latur shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of Proware Solutions.

**10. Jurisdiction and Arbitration:**

- In the event of any dispute or difference between the Parties hereto, the courts in Latur alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Latur, Maharashtra.
- Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Latur, India

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written



For  
VDF School of Eng. and Tech., Latur

  
Principal  
(Authorized Signatory)  
Name: Dr. M.V. Buke  
New MIDC, Latur-413531

Designation: Principal

Place: LATUR

Date: 08/10/2021

Stamp:

In Witness

(Authorized Signatory)

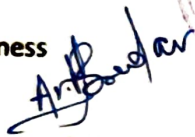
Name: Mr. Anil R. Biradar

Designation: Head, T&P Cell

Place: LATUR

Date: 08/10/2021





For  
Kedar Khamitkar & Associates

Beside Govt. ITI Barshi Road, Latur - 413512, Maharashtra, India  
(Certified by BEE, Ministry of Power Government of India & Enpanelment  
MEDA, Govt of Maharashtra), Latur



  
(Authorized Signatory)  
Name: Kedar Khamitkar

Designation: Director

Place: LATUR

Date: 08/10/2021

Stamp:

In Witness

(Authorized Signatory)

Name: (KIRAN KHAMITKAR)

Designation: Engineer EC Project

Place: LATUR

Date: 08/10/2021

