



# MEMORANDUM OF UNDERSTANDING



#### BETWEEN

# ABES ENGINEERING COLLEGE, Ghaziabad

AND

M/S Sapro Electronics and Electricals (India) Private Limited

ABES Engineering College & M/S Sapro Electronics and Electricals (India) Private Limited believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education & Research and agreed the following Memorandum of Understanding (MOU):

## CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

### CLAUSE 2 SCOPE OF THE MOU

- Technological up-gradation & innovation
- Curriculum Design
- Industrial Training & Visits
- · Internships and Placement of Students
- · Research and Development
- Skill Development Programs
- Guest Lectures
- · Faculty Development Programs

#### CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

## CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. 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 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **both Parties** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. 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.

AGREED:

ABES ENGINEERING/COLLEGE

Prof. GAJENDRA SINGH

Date: 26 2 2010

SAPRO ELECTRONICS AND ELECTRICALS

INDIA PVT LTD

Mr. SANJEEV MALIK, DIRECTOR

Date: 26 02 19