



## Memorandum of Understanding

This Memorandum of Understanding is executed on Tuesday, 13/12/2022

Between

Sanjeevan Engineering & Technology Institute Panhala, here in after referred as "SETI Panhala" (Which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the First Part.

And

KPCo Machines, is a Company duly organized and existing under the laws of India having its registered office at Behind Sudarshan Petrol Pump, Gokul Shirgaon, Kolhapur, Maharashtra, India. (hereafter referred to as "KPCo Machines", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on Second Part.

WHEREAS:

1. SETI Panhala is a noteworthy academic institute of Kolhapur region offering U.G. programs in Engineering. SETI Panhala is an educational institution affiliated to Dr. Babasaheb Ambedkar Technological University Lonere.
2. SETI Panhala is willing to enter into a Memorandum of Understanding (MOU) with KPCo Machines for the purpose of Students Internship / Student Workshops / Expert Lectures / Student Projects / Faculty Exchange / Engineering Consultancy etc.
3. SETI Panhala and KPCo Machines are desirous of associating with each other to expertise the students of SETI Panhala by providing Students Internship / Student Workshops / Expert Lectures / Student Projects / Faculty Exchange / Engineering Consultancy etc.
4. Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both SETI Panhala and KPCo Machines as under.

### 1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between SETI Panhala & KPCo Machines on Tuesday, 13/12/2022.

- 1.2 "Party" or "Parties" shall mean SETI Panhala & KPCo Machines individually and collectively as the context may require.
- 1.3 The headings / subheadings / titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

## **2.0 Focus Area & Objectives**

The main intention of this MOU is to expertise the students of SETI Panhala with the help KPCo Machines by providing the students with Internships/ Industrial Visits / Expert Lectures / Student Workshops /Student Projects/ Faculty Exchange / Engineering Consultancy etc. The purpose of this Memorandum of Understanding is to set out the basic consensus about respective roles and responsibilities of the Parties in working cooperatively to develop and carry out collaborative activities in furtherance of the common interest of the institutions by

- a) Exchange of invitations to scholars for lectures & sharing of experience through faculty exchange, guest lectures etc.
- b) Promote joint student development activities
- c) Facilitate training programs, industrial visits & sponsored projects.
- d) Exchange of information on professional experience in fields of interest to both institutions.
- e) Exchange of invitations to scholars to participate in conference and symposium

## **3.0 Responsibility Structure**

- 3.1 SETI Panhala shall provide the infrastructure of systems, LCD projector etc. for the expert lectures. Also, the laboratories and other research equipments available in the laboratories.
- 3.2 KPCo Machines shall be responsible for arrangements & coordination for supply of industry experties, providing



training programs, process of necessary appointments with industries for industry internship program, projects, expert lectures as well as visits in coordination with staff of SETI Panhala.

- 3.3 SETI Panhala shall create awareness amongst its students for the promotion of the activity especially Internship Program/ Industrial Visits / Projects / Expert Lectures etc.
- 3.4 Each party will nominate one of its members as its representative in charge of the cooperative program. Individual programs of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
- 3.5 Progress of work by the individual program will be reviewed and approved by designated project officers of both parties. It is anticipated that a detailed plan of joint activities will be completed by the nominees of both parties.
- 3.6 The final approval of any project will be dependent upon the availability of guaranteed support funds.

#### **4.0 Relationship**

This MOU relates solely to the intention of the parties, wherein SETI Panhala and KPCo Machines jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

#### **5.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

#### **6.0 Intellectual Property Rights:**

6.1 Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum.

6.2 Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same.

Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

6.3 Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

6.4 SETI Panhala shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

#### 7.0 Validity & Termination

This MOU shall remain in force for a period of three (03) years commencing from effective date. Institute may extend the term by written agreement signed by both after review. Either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

#### 8.0 Amendment & Modification

This MOU may be amended or modified by a written agreement signed by the representatives of both organizations (SETI Panhala & KPCo Machines).

#### 9.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

#### 10.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

## **11.0 Dispute Resolution**

In case, there be a dispute relating to any aspect Principal, Vice Principal of SETI Panhala & Owner of the KPCo Machines will jointly resolve the dispute in a spirit of independence, mutual respect & shared responsibility. If such a settlement cannot be reached, the dispute will be settled in the Courts of Maharashtra (India).

## **12.0 Notices**

**12.1** Any notice and other communications provided for in the agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In case of notices to KPCo Machines .

### **Reg. Office Address:**

KPCo Machines.  
Behind Sudarshan Petrol Pump,  
Gokul Shirgaon,  
Kolhapur, Maharashtra.

### **College Address:**

**Sanjeevan Engineering & Technology Institute Panhala,**  
Sanjeevan Knowledge City, A/P - Somwar Peth, Panhala,  
Kolhapur - 416201 Maharashtra, India

**12.2** Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this agreement by giving to the other not less than 15 days prior written notice.

## **13.0 Entire understanding**

This MOU expresses the whole agreement reached between the Parties. Consequently, this agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this agreement.

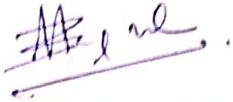
## **14.0 Amendment**



No amendment to this MOU shall be valid and binding to the parties unless it is made in writing and signed by authorized representative of all parties to this agreement. In witness where of the parties have caused this agreement to be executed by their duly authorized representatives on this 13th Day of December 2022.

**ACCEPTED:**

For KPCo Machines



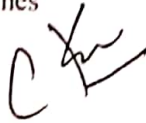
Name: Mr. Pramod B. Bhalekar

Designation: Director  
KPCo Machines  
Kolhapur.



Name: Mr. Kiran Sapkal

Designation: Director  
KPCo Machines  
Kolhapur.



Name: Dr. Ajit A. Katkar

Designation: Workshop Superintendent  
Sanjeevan Engineering &  
Technology Institute, Panhala



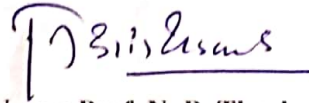
Name: Prof. D. P. Dinde  
Designation: Lecturer  
Sanjeevan Engineering &  
Technology Institute Diploma,  
Panhala.

For SETI Panhala



Name: Dr. Sanjeev N. Jain

Designation: Principal  
Sanjeevan Engineering &  
Technology Institute, Panhala



Name: Prof. N. B. Tharkar

Designation: Principal  
Sanjeevan Engineering &  
Technology Institute Diploma,  
Panhala.



Name: Prof. R. D. Mane  
Designation: Lecturer  
Sanjeevan Engineering &  
Technology Institute, Panhala

KPCO MACHINES  
  
PARTNER

DTE Code : **EN6315**



NAAC Accredited

AICTE ID : 1-8019451  
AISHE Code : C-11165

# SANJEEVAN

ENGINEERING & TECHNOLOGY INSTITUTE, PANHALA

Sanjeevan Knowledge City, Sonwar Peth-Injole, Panhala, Tal. Panhala, Dist. Kolhapur.  
Pin- 416 201 (Maharashtra) Phone : 9146999500

○ Approved By AICTE, New Delhi ○ Recognized by Govt. of Maharashtra & DTE  
○ Permanent Affiliation by Dr. Babasaheb Ambedkar Technological University, Raigad

DEPARTMENT OF MECHANICAL ENGINEERING  
Activity Report

**Faculty Industrial Visit at KPCo Machines.**

Industry Visited :KPCo Machines.

Address :Behind Sudarshan Petrol Pump, Gokul Shirgaon, Kolhapur,  
Maharashtra.

Date : 25/12/2022

Time :10:00 am To 4:00 pm

Faculty Members : Dr. Ajit Ashok Katkar

1 A Memorandum of Understanding (MoU) is a formal agreement between two or more parties. The purpose of Mol is to have mutual understanding and intentions to work together on projects required for industries and research needs. With learned faculties of good industrial experience and promising students, both parties (In our case in between Industry & Engineering College) jointly agree to exchange their expertise for mutual benefit and growth, on the areas specified below:

1. Industrial Visits
2. Internships & Special Technical Training to make the students industry-ready
3. Guest Lectures
4. Mini Projects and Main Project Work
5. Research & Development
6. Problem Solving







## DEPARTMENT OF MECHANICAL ENGINEERING

7. Studies & Survey

8. Placements

9. Establishing Advanced Labs

An Industrial visit at KPCo Machines was organized by Mechanical Engineering Department. The industrial visit was witnessed by the faculty member Dr. Ajit Ashok Katkar (Mechanical Engineering Department).

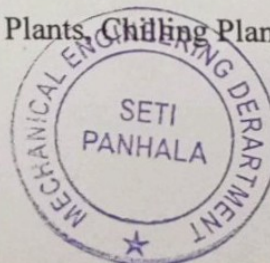
2 Purpose of the Visit:

- 1) To strengthen our Institute-Industry Interaction Activities
- 2) Signing MoU for Institute-Industry Interaction
- 3) To gain first-hand information about the industry and the work environment.
- 4) To understand various real time problems faced by industry & their requirements.
- 5) Finding solution pertaining to the problem through Internship, Projects of the UG students

3 About the Company':

KPCo Machines is a Proprietorship Firm, having its registered office located at D 56/1, Kagal Five Star MIDC, Kagal, Kolhapur, Maharashtra. The major activity of KPCo Machines is manufacturing of Softdrinks Filling Machines, RO Plants, Chilling Plants etc.

4 Visit Photographs:







# SANJEEVAN

TE Code : **EN6315**

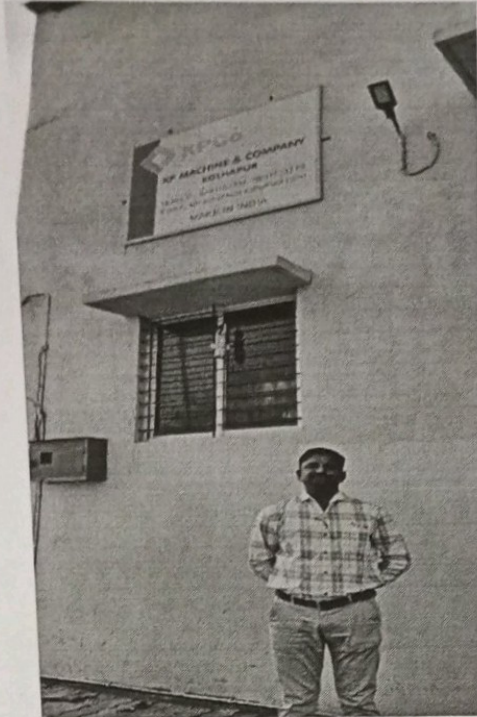
NAAC Accredited

AICTE ID : 1-8019451  
AISHE Code : C-11165

ENGINEERING & TECHNOLOGY INSTITUTE, PANHALA  
Sanjeevan Knowledge City, Somwar Peth-Indole, Panhala, Tal. Panhala, Dist. Kolhapur.  
Pin- 416 201 (Maharashtra) Phone : 9146999500

○ Approved By AICTE, New Delhi ○ Recognized by Govt. of Maharashtra & DTE  
○ Permanent Affiliation by Dr. Babasaheb Ambedkar Technological University, Raigad

## DEPARTMENT OF MECHANICAL ENGINEERING

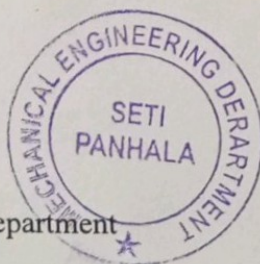


### 5. Outcomes of the Visit:

- 1) A Memorandum of Understanding (MoU) was signed for future interaction with industry
- 2) Company strongly agreed for giving internship as well as projects to our UG students.
- 3) Discussion on various real time problems faced by industry & possible solutions to overcome these problems was held.

6 Report Prepared By: Dr. Ajit Ashok Katkar

Dr. Ajit Ashok Katkar  
Workshop Superintendent  
Mechanical Engineering Department



Dr. Sanjeev N. Jain  
Principal  
S.E.T.I. Panhala