



# Memorandum of Understanding

This Memorandum of Understanding signed on 22<sup>nd</sup> May 2025

BETWEEN

**Bhagwan Mahavir College of Commerce & Management Studies (BMCCMS)**, Surat, having its Registered Address at Survey no, 149, VIP Road, Bharthana, Vesu, Surat-395017 To hereinafter referred to as "BMCCMS" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Party,

AND

**Rmix** (Hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

WHEREAS:

1. Bhagwan Mahavir College of Commerce & Management Studies (BMCCMS), is constituent college of Bhagwan Mahavir University.
2. Rmix, the Second Party is engaged in manufacturing.
3. Bhagwan Mahavir College of Commerce & Management Studies (BMCCMS), Surat is willing to enter into a Memorandum of Understanding (MOU) with Rmix for the skills enhancement training program through the technology platform or other face to face initiatives.
4. First Party & Second Party 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.
5. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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

1. Objective: The objective of this MOU is to enable students of the BMCCMS, access to resources that would enhance their knowledge about manufacturing, services and awareness for youth.

Period of MOU: This MOU shall come into force and effect from the date of execution and shall remain valid for a period of two years from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

**Roles & Responsibilities of the BMCCMS:**

- a. The BMCCMS 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. The BMCCMS shall share in their letterhead the details of the students who will attend the aforesaid educational programme with Rmix like name, email ID, contact details, and other documents as per the second party requirements.
- c. It would be their responsibility to ensure that all their students adhere to programme schedule.
- d. To provide all the support services and facilities to Rmix during the conduct of the said industrial visits.

**Roles & Responsibilities of Rmix:**

- a. Rmix shall be responsible to provide access to academic enhancement related activities through blended learning model.

**Scope and areas of collaboration of the MOU:**

The areas of cooperation shall be following; however, it can be extended through mutual consent from both parties.

- a. Skill Development Programs: Both the parties will put efforts for enhancing skills of the students of First Party.
- b. Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of First Party on the decided topic.
- c. Industrial visits: Second party would allow the industrial visits of students for half/full day of the First Party to provide them with a practical exposure to the various systems, processes, departmentations, policies, equipment, instrument, etc.
- d. Faculty Development Programs: Both parties will jointly organize faculty development programs for in house and other faculties of the region.
- e. Summer Internship Program: Second party will allow the students of the first party to join the organization for the summer internship program.

... first party's student for internships

Both Parties shall obtain prior consents; of what so ever nature; required for offering the Programs on the terms specified herein.

Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. Coordinator shall be appointed by BMCCMS
- b. Program Coordinator's active support and participation is required for smooth & efficient conduct of the program.
- c. The BMCCMS shall not write/publish any material or use any logos/names of Rmix in any of the publications without prior written consent and approval from Rmix.

Commercials:

Rmix shall not charge any fees on whatsoever account/name from the students or the BMCCMS for conducting the visits or summer internship program.

Limitations and Warranties:

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

Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or 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.
- b. Both parties also agree that it would be their professional endeavor that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing programs, which would be without any hindrance and would be progressed for completion.

11. **Entirety & Amendment:** This MOU contains the entire understanding between the Parties in relation to the Program. If during the functioning 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.

12. **Intellectual Proprietary Rights:** All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed the same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

Confidential Information:

- a. 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;
- b. 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.
- c. 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.
- d. The BMCCMS agrees not to deal directly or enter into any agreement any clients of Rmix and should not share any information with them related to the program during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

14. Force Majeure:

- a. 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.
- b. 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 act 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.

15. Non-Solicitation:

The BMCCMS agrees that during the term of this Agreement and for a period of two (2) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of Rmix.

### Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Gujarat 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 Surat, Gujarat.
- b. 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 Surat, India.

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

Bhagwan Mahavir College of Commerce & Management Studies

For Rmix

Director  
Bhagwan Mahavir College of  
Commerce & Management  
Studies  
Road, Vesu, Surat-395007

*Abhishek*  
*22/05/2025*

*Cheta Desai*  
First Party  
Name: Dr. Cheta Desai  
Designation: I/c Director  
Place: Surat  
Date: 22/05/2025

Second Party  
Name: Mr. Abhishek Todi  
Designation: Founder  
Place: Surat  
Date: 22/05/2025



Witness:  
Ms. Khushboo Lalwani  
(Assistant Professor)  
(Bhagwan Mahavir College of Commerce & Management studies)

Witness:  
1. Mr. Abhinav Todi  
(Co-Owner)  
(Rmix)

*Khushboo*

*Abhinav Todi*