



**Shivsamarth Institute of Management, Talmavale**

**AND**

**COEK Rural Transformation Foundation**

This **Memorandum of Understanding (MoU)** is made and entered into on **18.09.2025**, by and between:

1. **Government College of Engineering, Karad (GCE Karad)**, located at Karad, hereinafter referred to as "GCEK."
2. **Shivsamarth Institute of Management, Talmavale** located at Talmavale Tal-Patan Dist- Satara, hereinafter referred to as "SIMT."
3. **COEK Rural Transformation Foundation**, located at Karad, hereinafter referred to as the "**Foundation**".

**1. OBJECTIVE**

This MoU aims to establish a **collaborative framework** between **GCEK, SIMT, and Foundation** to:

- Develop and implement various **courses**.
- Provide **industry-oriented training, research, and practical exposure** to students.
- Organize **workshops, expert lectures, hackathon and certification programs** to enhance learning.
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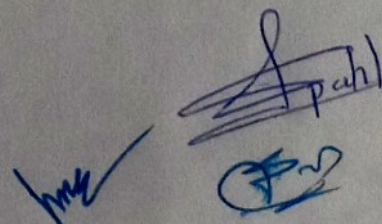
**2. ROLE AND RESPONSIBILITIES**

**2.1 Responsibilities of GCE Karad:**

- Provide **infrastructure, faculty, and academic resources** for conducting the course.

**2.2 Responsibilities of SIM Talmavale:**

- Assist in curriculum development and implementation.
- Provide **administrative support** for smooth course execution.
- Encourage student enrollment and participation.



### **2.3 Responsibilities of the Foundation:**

- **Coordinate** for training, workshops, seminars, symposium etc.
- Develop and integrate the **course curriculum** in collaboration with the COEK Foundation and SIMT.

### **3. DURATION**

This MoU shall remain in force for a period of 1 Year, starting from 18<sup>th</sup> September 2025, unless terminated earlier by mutual agreement.

### **4. CONFIDENTIALITY**

All parties agree to maintain the confidentiality of financial agreements, proprietary course content, and research data.

### **5. INTELLECTUAL PROPERTY RIGHTS**

Any IP is created or used in any sort of manner during this period of MoU belongs to COEK Rural Transformation Foundation.

### **6. TERM & TERMINATION**

This MoU may be terminated by any party with [30 days] prior written notice, subject to the settlement of pending administrative or /& financial matters.

### **7. GENERAL PROVISIONS**

- Any modifications to this MoU shall be made in writing with mutual agreement.
- Any disputes shall be resolved amicably through discussions or arbitration.
- All parties will assign SPOC (Single Point Of Contract) for smooth / better felicitation.

### **8. RELATIONSHIP BETWEEN THE PARTIES:**

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, SIMT and GCEK shall remain independent entities, each responsible for its own employees.

#### **9. RIGHT OF REFUSAL:**

All parties shall reserve the right to refuse to undertake an assignment/ perceived business opportunity under the joint responsibility of this Agreement after citing appropriate reasons.

#### **10. NO LIABILITY:**

Neither Party shall be liable to the other for any damages, whether direct indirect, incidental, consequential or special damages arising out of the performance or nonperformance of the terms hereunder except for the breach of confidentiality and Intellectual Property.

#### **11. FORCE MAJEURE:**

Neither of the parties hereto shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred such affected activity abducting necessary evidence in support thereof. From the date of occurrence of case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MoU or/and the respective Project Agreement.

#### **12. NOTICES:**

All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this MoU. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

### 13. GOVERNING LAW:

This MoU shall be construed, interpreted and governed by the laws of Republic of India & Civil Courts of Satara, shall have the exclusive jurisdiction w.r.t. this MoU.

### 14. SIGNATORIES

For Government College of Engineering, Karad (GCE Karad):

Name: Dr. Sanjay Wagh  
Designation: Principal, GCEK  
Signature: [Signature]  
Date: 20/09/2025  
**Principal**



For Shivsamarth Institute of Management, Talmovala, Tal-Patan, Dist-Satara (SIM):

Name: Dr. S.P.Patil **Shivsamarth Institute of Management**  
Designation: Director SIM  
Signature: [Signature]  
Date: 18/09/2025 **Director**



For COEK Rural Transformation Foundation:

Name: Mr. Manishwar Bhalasing  
Designation: Director COEK  
Signature: [Signature] **Foundation**  
Date: 20.09.2025

