

# Memorandum of Understanding

*Between*



**Zeal Institute of Business Administration,  
Computer Application and Research (ZIBACAR)**



**AUTOFLOW TECHNOLOGIES**

*Empowering the Future*

**Autoflow Technologies, Pune**



**ZEAL**  
INSTITUTES  
www.zealeducation.com



ZEAL EDUCATION SOCIETY'S  
**ZEAL INSTITUTE OF BUSINESS ADMINISTRATION  
COMPUTER APPLICATION AND RESEARCH**  
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Accredited by NAAC

Ref. No.: ZES/ZIBACAR/202122/2505

Date : 20/07/2022

## Memorandum of Understanding



AUTOFLOW TECHNOLOGIES

Zeal Institute of Business Administration,  
Computer Application and Research (ZIBACAR)

AutoFlow Technologies, Pune

Memorandum of Understanding (MOU) is made on this 20/07/2022

### By and Between

**AutoFlow Technologies** is all about excellence, passion and flexibility. Since establishment, the company has achieved outstanding success in developing and delivering a stream of innovative products, services and solutions across various domains. Our three-key rules are to deliver expected solutions to our esteemed clients according to our TSQ (Time, Scope, Quality) Methodology.

### And

**Zeal Institute of Business Administration, Computer Application and Research** having its registered office at Narhe, (hereinafter referred to as "ZIBACAR" which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, successors and permitted assigns) of the other part.

(Both hereinafter referred to individually as "Party" or together as "Parties")

### Background

Whereas, **AutoFlow Technologies** and **ZIBACAR** propose to set up a Center of Excellence to build a strong bond with each other and facilitate initiation of mutually beneficial activities in the field of technical, managerial and social knowledge sharing, optimization of resources, educational enhancement, expertise augmentation and become a role model for any Industries-Institutes Interaction.



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Now the Parties agree as follows:

### Objective

To involve “Autoflow Technologies” and its associate Companies and “ZIBACAR” to engage in the activities of:

- Setting up of Excellence Centers at Zeal Institute of Business Administration, Computer Application and Research Pune.
- Faculty exchange program.
  - 1) **Autoflow Technologies** Managers & Technical Experts to share practical knowledge for ZIBACAR Students.
  - 2) ZIBACAR Faculty to design and arrange Soft Skill & Management Development Program (MDP) for employees.
  - 3) To design and arrange Faculty Development Program (FDP) for ZIBACAR Faculty on latest trends and demands of Industries.
- Industrial Visits for **students** to an associate Company.
- Placements & Internships for Engineering and Management Students.
- Organize workshops, conferences and symposia with joint participation of the Institute and the “Autoflow Technologies”.
- To arrange carrying out of projects/dissertation works in industries under joint guidance of the faculty members and “Autoflow Technologies”.
- To deliver sessions on subject such as industry expectation, corporate trends and promoting value based education in technical fields
- Sponsored Projects for students
- Jointly promote and sponsor social programs for society including CSR, Environment and Education.
- Provide opportunities for employees of and associate companies to pursue post-graduation courses in ZIBACAR, Pune.
- Any other initiative, activity or program not specified above to be mutually discussed and agreed upon after due approvals.





**Joint Certification:**

- On conclusion of any joint exercise, the participant will be issued a certificate of merit duly signed by both Institutions.

**Action Plan:**

- A Committee shall be formed under the joint leadership of Head of and Director of ZIBACAR. Together they will nominate two officials each as its members. Minutes of Meeting will be maintained.
- Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon.
- The committee shall meet once in a 3 or 6 months to plan activities, assigned responsibilities, obtain internal approvals in case costs are involved and take them to satisfactory conclusion.

**Terms and Conditions:**

1. **Purpose** - The purpose of this Memorandum of Understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.
2. **Funding** -The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding including costs involved shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. This Memorandum of Understanding imposes no financial obligations on either party.
3. **Responsibility** - Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the period of this Memorandum of Understanding.
4. **Duration** - This memorandum shall remain in effect for the period of 5 years from the date of its execution by both parties. Either Party may terminate this Memorandum of Understanding by giving seven days' notice in writing to the other Party. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of Understanding, basis discussion and upon mutual agreement between the two parties.





**Miscellaneous:**

**1. Invalidity:**

If any provision of this MOU, or any portion thereof, is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this MOU will remain in full force and effect and such provision or portion will be deemed omitted and this MOU will be construed as if such invalid or unenforceable provision or portion had not been contained herein.

**2. No Waiver:**

No term or provisions hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

**3. Entire Agreement:**

This MOU states the entire understanding between the parties on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter. No amendment or modification of this MOU shall be made except by a writing signed by both Parties.

**4. Independent Contractors:**

This MOU shall not constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Neither Party shall have the authority to bind the other without the prior written approval of the other in each and every case other than as specifically provided for in this MOU.

**5. Force Majeure:**

Neither Party shall be liable to the other for failing to perform its obligations under this MOU because of circumstances beyond the control such Party. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer hardware, software and telecommunications failure or any events reasonably beyond the control of such Party.





ZEAL EDUCATION SOCIETY'S

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DTE CODE: 6152

AISHE CODE: C-41828

6. **Governing Laws:** This MOU shall be governed by laws of India.

7. **Dispute Resolution:**

Any disputes or differences with respect to or in relation with this MOU shall be settled by mutual discussions of the Parties within a period of thirty (30) days. In case Parties fail to amicably settle the disputes or differences within the aforesaid period, this MOU shall stand terminated.

In witness thereof, **Autoflow Technologies** and **ZIBACAR** have caused this Memorandum of Understanding to be executed by their duly authorized representatives, on the date, month and year hereinabove mentioned.

For Autoflow Technologies

For Zeal Institute of Business Administration,  
Computer Application and Research Pune.

(Authorized signatory)

Name: Ms. Gaurav Hargude

Designation: CEO

Place: Pune

Date: 5/08/2022

(Authorized signatory)

Name: RAJESH KASHYAP

Designation: HOD, ZIBACAR.

Place: Pune

Date: 05-08-2022.

Witness

Name: Audumbar Kabade

Designation: Head Training BU

Place: Pune

Date: 05/08/2022

Witness

Name: DR. SACHIN CHAVAN.

Designation: HOD, ZIBACAR.

Place: Pune

Date: 05-08-2022.

