



Memorandum of Understanding
Between
SSGMCE, Shegaon and
Opine Group

FOR
Bridging the gap between Industry and Academics

Opine Group

Opine Group is a Data Analytics and BI company having team of 75+ techno-functional experts having vast experiences. Opine works in both BI Consulting and Training divisions. Under training division of Opine Group, lot of work has been done in the area of bridging the gap between Industry and academics and design various programs for the students.

SSGMCE (ShriSantGajananMaharajCollege of Engineering)

SSGMCE is one of the premier institutes in the field of engineering. Over three decades, it has successfully nurtured young Indians in engineering and managerial professionals for the betterment of society and humanity as a whole. It is well known for its visionary management, dedicated and devoted faculty, state of the art infrastructure and discipline. It is also known for the overall development of the students' personality with distinct value based spiritual environment.



SSGMCE and Opine Group hereby agree to have an Academic Collaboration between each other, in the following areas of mutual interest.

1. **Inputs On Curriculum Design:-** Industry Expert as Board of Studies member
2. **Internships:-** As per the requirement of programme 3 to 6 months internship
3. **Live Projects:-** Students can get exposure and work on going projects for the industry
4. **Certification Programs:-** To introduce new certification required by industry to bridge academic gap
5. **Industry Visits:-** To share recent trends in the industry to bridge academic gap
6. **Guest Lectures:-** For enriching students with the latest updates of the technologies
7. **Awards:-** Industry should award token of appreciation for outstanding performance during internship
8. **Campus Recruitment:-** Recruitment of students for bulk/campus drive or as per requirement of Industry
9. **Industry Academics Lab :-** Establishment of BI Labs under various training programs

The collaboration is valid for a period of 3 years from this date and is further renewable based on mutual consent. Also, either side can terminate the same with one month notice, without assigning any reasons what so ever.

Authorized Signatory



Anand Kolharkar

Opine Group



Date : 13th July 2019
PLACE : Shegaon

Authorized Signatory


Dr .S.B.Somani
Principal
SSGMCE, Shegaon,
Shri Sant Gajanan Maharaj
College of Engineering, Shegaon.



Opine Group

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This AGREEMENT is made at Pune, India on -----

That's FOR GOOD CONSIDERATION and in consideration of the contemplated relationship with **Opine Group** (the "Company") having its registered office at 27/1, Gulawani Maharaj Road, 3rd Floor, Yogeshwari Apartment, Above IDBI Bank, Near Abhishek Hotel, Erandawane, Patwardhan Baug, Vakil Nagar, Erandwane, Pune, Maharashtra 411004, **SSGMCE**, the ("Partner") having its registered office at **Shegaon, Dist-Buldhana**, hereby agrees to the terms of this agreement (the "Agreement"):

1. CONFIDENTIAL INFORMATION

(a) Company Information: The Partner agrees at all times during the term of its relationship with the Company (the "Term") and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Partner by the Company either directly or indirectly.

(b) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Partner can demonstrate:

(i) was available or became generally available to the public other than as a result of a disclosure by the Partner; or

(ii) was available, or became available, to the Partner on a non-confidential basis prior to its disclosure to the Partner by the Company or a Company representative, but only if such information was not made available through a breach of confidentiality owed to the Company; or

(iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, however, that the Partner shall: (A) provide the Company with prompt notice of any such request(s) so that the Company may seek an appropriate protective order or other appropriate remedy; and (B) provide reasonable assistance to the Company in obtaining any such protective order. If such protective order or other remedy is not obtained or the Company grants a waiver hereunder, the Partner may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Company, the Partner is legally compelled or is otherwise required to disclose; provided, however, that the Partner shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

(c) Applicability to Employees and Subcontractors: The Partner shall not disclose any Confidential Information to any of its associates, members, employees, or subcontractors, except those employees or subcontractors who are required to have the Confidential Information in order to perform their duties in connection with the evaluation and

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continuation of a business relationship between the Partner and the Company. The Partner shall inform each such individual of the proprietary nature of the Confidential Information and of the terms and obligations of this Agreement. Each permitted employee, subcontractor, member, or associate to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Company.

(d) Third Party Information: The Partner recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes, and hereby agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out its work for the Company consistent with the Company's agreement with such third party.

2. RETURN OF PROPERTY

At the end of the Term, the Partner will return to the Company, retaining no copies or notes, all documents relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Partner during its contractual relationship with the Company.

3. NO COMPANY LIABILITY.

All Confidential Information is provided "AS IS" and the Company makes no warranty regarding the accuracy or reliability of such information. Neither the Company nor any of its Partners or representatives shall have any liability to the Partner or any of its representatives resulting from the Partner's use of the Confidential Information.

4. PARTNERS.

The parties are independent of each other. Nothing in this Agreement shall be construed to create an employment or joint relationship between the parties.

5. NON-COMPETE

During the term of this Agreement and for three (3) years thereafter, Partner will not directly or indirectly work with any customer of the Company where services are sub-contracted to Partner, without obtaining prior approval from the Company.

6. NON-SOLICITATION

During the term of this Agreement and for three (3) years thereafter, either party will not directly or indirectly recruit, solicit or induce any employee, Partner or consultant of the Company to terminate his or her relationship with the other party. No Partner of the Company will seek employment in any capacity as an employee, consultant or otherwise with any of the Company's customers where services are sub-contracted to the Company, except with the prior written consent of the Company.

7. LEGAL AND EQUITABLE REMEDIES

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The Partner recognizes that the Company may be irreparably damaged by any breach of this Agreement and that the Company shall be entitled to seek an injunction, specific performance, or other equitable remedy to prevent such competition or disclosure, and may entitle the Company to other legal remedies, including attorneys' fees and costs.

8. SUCCESSIONS AND ASSIGNS

This Agreement will be binding on the heirs, executors, administrators, and other legal representatives of the Partner and will be for the benefit of the Company, its successors, and its assigns. The Partner may not assign any of its rights, or delegate any of its obligations, under this Agreement.

9. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. COUNTERPARTS / ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance to the laws of the India. By execution of this Agreement, both parties agree to the jurisdiction of the courts of Pune, State of Maharashtra, India, to enforce the provisions of this Agreement


For Opine Group

For Partner

Name: Anand Kolharkar

Name: Dr. S.B. Somani

Signature: 

Signature: 



Principal
Shri Sant Gajanan Maharaj
College of Engineering, Shigaon.