



सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

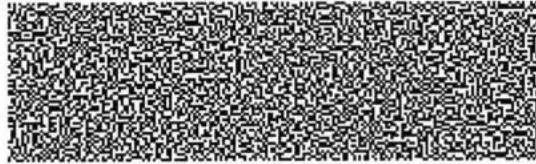
Rs. 100

**e-Stamp**

**Certificate No.** : IN-KA50203255041983X  
**Certificate Issued Date** : 12-Feb-2025 12:48 PM  
**Account Reference** : NONACC (FI)/ kaksfcl08/ TILAKWADI1/ KA-BL  
**Unique Doc. Reference** : SUBIN-KAKAKSFCL0832810931224636X  
**Purchased by** : KLS IMER  
**Description of Document** : Article 2(B) Administration Bond - In any other case  
**Property Description** : TO COLLABORATE FOR ENHANCING INSTITUTE INDUSTRY INTERACTION AND TRAINING AND CONSULTING INTERVENTION  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : KLS IMER  
**Second Party** : JPF METACAST PRIVATE LIMITED BELAGAVI  
**Stamp Duty Paid By** : KLS IMER  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

SHANTADURGA MULTI-PURPOSE  
SOUHARD SAHAKARI NIYAMIT

P.V.V.  
SUPERVISOR E-STAMP



Please write or type below this line

**Memorandum of Understanding**

This Memorandum of understanding ("MoU") is made as of the effective date indicated below ( the "Effective Date") by and between the Karnataka Law Society's Institute of Management Education and Research, Belagavi (hereinafter referred to as "KLS IMER" or "First Party") having its office at S. No. 77, Adarsh Nagar, Hindwadi, Belagavi, Karnataka 590011 and JPF METACAST PRIVATE LIMITED (hereinafter referred to as "JPF Metacast" or "Second Party") having its office at Plot No 24,38,39 Machhe Industrial Estate, Belagavi. 590014 Karnataka India. also referred to singularly as the "Party" and collectively as the "Parties";

**Effective Date: Friday, 14<sup>th</sup> February 2025**

For JPF Metacast Pvt. Ltd.

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER

1013910

## WHEREAS

The first party The Karnataka Law Society's Institute of Management Education and Research has been a pioneer autonomous institution in Management education, research and consultancy. Promoted by great visionaries, it has a team of highly qualified and research-oriented faculty lead by a dynamic Director and supported by a beautiful campus with state-of-the-art infrastructure. KLS IMER is recognized as a Research Center. Over the years the institute has been consistently rated as one of the top B-schools in this part of the country. Institute has been accredited by NAAC with grade "A" (CGPA of 3.24). The practical and research-oriented teaching and learning processes adopted at KLS IMER have resulted in top notch placements and in attracting students from diverse backgrounds across India.

## AND

The second party, JPF Metacast is a one-stop solution for diverse casting needs up to 600 kg, producing all grades of cast iron and ductile iron. Established in 1981 by experienced technocrats, today the organization has grown into a trustworthy brand known for its quality focus and customer-centric approach.

The hi-tech production plant, located at Belagavi in Karnataka, symbolizes a fine synergy of people, processes, practices, and materials. With facilities for design, production, fettling, painting, and testing integrated under a single roof, the organization maximizes convenience to clients while delivering higher value for money.

JPF Metacast is managed by professionals, assisted by a team of motivated, experienced, committed, and adequately trained workforce. The organization thrives on the culture of continuous improvement and unmatched quality, delivering precision castings as per the customer requirements.

## PURPOSE

The both Parties wish to harness and enhance collaborative initiatives within the limits of their possibilities and available resources. The Parties intend to provide the fullest possible mutual assistance to one another within the terms of this MoU. This MoU operates subject to the domestic laws and regulations of India and does not modify or supersede any laws or regulatory requirements in force in or applying to India. This MoU sets forth a statement of intent and accordingly does not create any enforceable rights and is not legally binding. Nothing herein shall be construed as creating, legal rights or obligations upon the Parties. To the extent that any provision of this MoU is inconsistent with this paragraph, the provision of this paragraph shall prevail.

  
For J.P.F. Metacast Pvt. Ltd.

Director

  
CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER



## **ARTICLE 1 SCOPE**

1. The scope of the collaboration between **KLS IMER** and **JPF METACAST** shall include the specific actions identified in the Annexure to this Memorandum of Understanding.
2. The Parties may mutually show the intention in writing to extend the scope of collaboration beyond the actions identified on case-to-case basis
3. This MoU is a statement of intent of the Parties, and it will not create any binding/legal obligations for either Party.

## **ARTICLE 2 COMPETENT PARTIES**

The competent Parties for implementation and execution of this Memorandum of Understanding shall be:

- **The Chairman, Governing Council- KLS IMER**
- **Director, JPF METACAST**

## **ARTICLE 3 DISPUTE RESOLUTION**

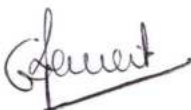
Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

## **ARTICLE 4 CONSULTATIONS**

The Parties intend to have consultations from time to time to analyze the implementation and execution of this Memorandum of Understanding and to consider further areas of co-operation. The format and time of such consultations will be arranged between the Parties as appropriate.

## **ARTICLE 5 AMENDMENT**

1. This Memorandum of Understanding and its Annex constitute the entire Memorandum of Understanding between the Parties on their collaboration.
2. Any amendment to or modification of this Memorandum of Understanding need to be in writing and to be duly signed by the Parties.
3. No amendment to this Memorandum of Understanding shall be valid or binding unless set forth in writing and duly executed by the Parties to this Memorandum of Understanding.
4. No waiver of any breach of any provision of this Memorandum of Understanding shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.



**For J.P.F. Metacast Pvt. Ltd.**

**Director**

**For J.P.F. Metacast Pvt. Ltd.**

**Director**

**CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER**

**ARTICLE 6  
NON-EXCLUSIVITY**

1. **KLS IMER and JPF METACAST** are free to enter into any number of such Memorandum of Understandings with other organizations.
2. It is expressly agreed that the services hereby agreed to be provided/availed by the respective Parties shall be on a non-exclusive basis.
3. Both parties are free to acknowledge the "partnership" status and mention the same in their communications subject to mutual agreement on branding and communication protocols.

**ARTICLE 7  
INTELLECTUAL PROPERTY**

If and when the Parties consider concluding further agreements, they will consider whether specific provisions are desirable concerning the protection of intellectual property and confidential information.

**ARTICLE 8  
INDEPENDENT PARTIES**

The Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or between their respective representatives and employees or between one Party and the representatives and employees of the other Parties or to provide any of the Parties with any right, power or Party, whether express or implied to create any such duty or obligation on behalf of the other Parties.

**ARTICLE 9  
FORCE MAJEURE**

This Memorandum of Understanding is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of Parties, such as acts of God, civil commotion, riots, war, extremist action, governmental /regulatory/ statutory restrictions, pandemic.

**ARTICLE 10  
DISCLAIMER**

**KLS IMER and JPF METACAST** do not guarantee exact/expected outcome of any project or assignment undertaken under this Memorandum of Understanding. The Parties may intend to work on different ways to conclude the intent of this Memorandum of Understanding, but this Memorandum of Understanding will not be legally binding on either Parties.

For J.P.F. Metacast Pvt. Ltd.

Director

CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER

Director



**ARTICLE 11**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding will enter into force on the date of the last signature.
2. This Memorandum of Understanding will remain in force for a period of **three years** from the date of entry into force and extendable up to 1 year mutually agreed terms and conditions with the written consent of the Parties, unless it has been terminated.
3. This Memorandum of Understanding may be terminated:
  - (a) *By either Party giving 30 days' written notice in advance to the other Party.*
  - (b) *on any Party going into liquidation/bankruptcy/winding up/merger or similar legal events. In such event the MoU shall stand terminated with immediate effect.*
4. Termination will not affect any binding agreement concluded prior to termination, which shall continue with full force and effect until their completion, unless otherwise agreed by the Parties in writing

**ARTICLE 12**  
**FINANCIAL IMPLICATIONS**

1. Both parties agree that there will be no financial implication of this MoU on either party as a result of any joint programs being created.
2. In case there is a requirement for a project/program where there may be a financial implication, both Parties will enter into a separate agreement with separate terms and conditions, outside the purview of this MoU.

**ARTICLE 13**  
**CONFIDENTIALITY**

In the course of fulfilling the mutual responsibilities under this arrangement there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not to divulge these to third party without the expressed written consent of the other party except as may be necessary in the course of fulfilling mutual responsibilities in this arrangement. Both the parties shall ensure that their employees also maintain confidentiality of any information under this arrangement i.e. divulged to them.

**ARTICLE 14**  
**COORDINATION**

Both parties shall appoint one member from their respective behalf as Coordinators to coordinate the activities. Further, a co-ordination committee appointed by competent authorities, may be formed to periodically review and identify ways to strengthen cooperation and collaboration between the two parties.

For J.P.F. Metacast Pvt. Ltd.

Director

CHAIRMAN  
GOVERNING COUNCIL  
K.L.S. IMF 2

**ARTICLE 15  
NOTICES**

All notices in respect of this Memorandum shall be sent either by email or by Registered Post to the addresses herein below stated.

Director	Director
KLS IMER	JPF METACAST
Address:	Address:
Sy. No. 77, Vadagaon Road, Adarsh Nagar, Hindwadi, Belagavi- 590011. Contact No: Office: 0831-2405511/12	Plot No 24,38,39 Machhe Industrial Estate, Belagavi-590014 Contact No: 0831-2440664
Email: director@klsimer.edu	Email: gauravpandit@jpfmetacast.com

**For J.P.F. Metacast Pvt. Ltd.**  
  
**Director**

  
**CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER**



**For J.P.F. Metacast Pvt. Ltd.**

## CONCLUSION

This Memorandum of Understanding signifies the commitment of both the institutions to promote collaboration for mutual benefit. In witness whereof, both the institutions have executed this MoU through their authorized representatives with their seal and signature.

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.


Done in two duplicates in the English language.

FOR AND ON BEHALF OF KLS IMER	FOR AND ON BEHALF OF JPF METACAST
 Shri R. S. Mitalik Chairman, Governing Council KLS IMER  Date: 14 <sup>th</sup> February 2025	<b>For J.P.F. Metacast Pvt. Ltd.</b>  Mr. Gaurav Pandit Director-JPF METACAST  Date: 14 <sup>th</sup> February 2025

## WITNESSES

  
Dr. Shailaja Hiremath  
Associate Professor (HR)  
KLS IMER

  
Dr. Arif Shaikh  
Director  
KLS IMER

  
Vardham Naik  
Junior Operations  
manager.

  
CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER

Director

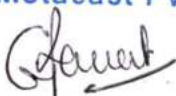
## ANNEXURE 1

### To the Memorandum of Understanding between KLS IMER and JPF METACAST

#### Overall areas:

1. The scope of this association is drawn with a mutual desire to collaborate for undertaking HR related activities such as Training / Consultancy under the banner of **KLS IMER and JPF METACAST**. The collaboration intended, shall compliment the objectives of IMER HR-CONNECT, a forum initiated by KLS IMER to enhance industry institute interface.
2. **KLS IMER and JPF METACAST** shall keep each other informed of potential opportunities and shall exchange relevant information required to carry on with collaborative activities.
3. **KLS IMER and JPF METACAST** mutually authorize each other to use their name and logo in connection with promotional materials, training and workshops as required.
4. **KLS IMER and JPF METACAST** shall provide advisory support to each other for initiatives related to concerned stakeholders.
5. **KLS IMER and JPF METACAST** shall agree to involve first party's one of the MoU partner CONNECT-Dharwad in collaborative activities.
6. **KLS IMER and JPF METACAST** agree to **explore future areas for working together** as and when they evolve that are not envisaged in this MoU.
7. **KLS IMER and JPF METACAST** will have separate agreements in case, financial matters are involved while executing collaborative activities and events.
8. **KLS IMER and JPF METACAST** shall assign their respective SPOCs (Single point of Contacts) to coordinate with the collaborative activities.

For J.P.F. Metacast Pvt. Ltd.

  
Director

  
CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER