

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Arts, Science and Commerce College, Cidco, Nashik - 8.

&

H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES**



महाराष्ट्र MAHARASHTRA

○ 2019 ○

विक्री तिथि :- दत्त चौक, सिडको, नविन नाशिक नाशिक.

अ. नं. 21 20 MAY 2020 रु. 2000/- मैकी रु. 100/-

स्टॅम्प घेणारा

PRINCIPAL, K.S.K.W. Arts, Science &
Commerce College, CIDCO, Nashik-8.

रा

मुद्रा घेण्या

श्री. ज. ड. सोनखार

हस्ते श्री. ज. ड. सोनखार

सही :-

Shenkar

श्री नानाजी यु. शिरसाठ

स्टॅम्प वेडर

दत्त चौक, सिडको, नाशिक

परवाना क्र. १६/२००२

WS 286175

11 MAR 2020

ATO

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 26th Friday of June Two Thousand and Twenty (26/06/2020), by and between

Arts, Science and Commerce College, Cidco, Nashik - 8, the First Party represented herein by its Principal Dr. J.D.Sonkhaskar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005 (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).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Name of Institution:** Arts, Science and Commerce College, Cidco, Nashik.
- B) 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.
- C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**, the Second Party is engaged in Education and Skill Development Services.
- F) **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**, the Second Party is headed by **Dr. V.N. Suryawanshi, the Principal H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**
- G) **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005** is accredited "A" by NAAC accreditation and ISO 9001:2015 certified.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Arts, Science and Commerce College, Cidco, Nashik** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in language skills up-gradation, innovation and competitiveness of an industry and business. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the competitive business and employment meaningfully.

Training & Visits: Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its various language departments and also involve in Training Programs for the First Party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Language Labs and Library For the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Language and Language Skills.

Skill Development Programs: Second Party to train the students of the First Party on the emerging language skills in order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial and business requirement considering the National Occupational Standards in the concerned sector, if available.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party. Both the parties will facilitate placements of maximum trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the Arts, Science and Commerce College, Cidco, Nashik the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU

Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **Arts, Science and Commerce College, Cidco, Nashik** and **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

**Arts, Science and Commerce
College, Cideco, Nashik**

PRINCIPAL

K.S.K.W. Arts, Sci. & Com. College
CIDCO, Nashik-8.



Second Party

**H.P.T. Arts and R.Y.K. Science College,
College Road, Nashik 422005**

PRINCIPAL

HPT (ARTS) & RYK (SC.) COLLEGE
NASHIK -5



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Headquarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005**

AGREED:

For

Arts, Science and Commerce
College, Cidco, Nashik
PRINCIPAL
K.S.K.W. Arts, Sci. & Com. College
CIDCO, Nashik-8.



Authorized Signatory

For

H.P.T. Arts and R.Y.K. Science College,
College Road, Nashik 422005

PRINCIPAL
HPT (ARTS) & RYK (SC.) COLLEGE
NASHIK - 5



Authorized Signatory

Arts, Science and Commerce College, Cidco, Nashik	H.P.T. Arts and R.Y.K. Science College, College Road, Nashik 422005
Uttamnagar, Cidco, Nashik	College Road, Nashik
0253-2391110	0253-2572153
eidcocollegenashik@rediffmail.com	prinhptryknsk@rediffmail.com
www.cidcocollegenashik.com	https://hptrykcollege.com

Witness 1:

(Mr. V.C. Bachkar)
Asso. Professor CIDCO College
Nashik

Witness 3:

(A.H. Kategaonkar)

Witness 2:

(Mr. R.D. Zankar)
Assistant professor in English

Witness 4:

(Dr. RAHUL A. PATIL)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Arts, Science and Commerce College, Cidco, Nashik - 8.

&

K.T.H.M. College, Gangapnr Road, Nashik 422002

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES**



महाराष्ट्र MAHARASHTRA

© 2019 ©

TREASURY OFFICE NASHIK
WS 286176

विक्री ठिकाना :- दत्त चौक, सिडको, नविन नाशिक नाशिक.

अ.नं. 21 20 MAY 2020 रु 20000 बैकी रु. 100

11 MAR 2020

स्टॅम्प घेणाऱ्या

PRINCIPAL, K.S.K.W. Arts, Science &
Commerce College, CIDCO, Nashik-8.

रा.

मुद्रांक घेण्याचे : 21/5/20

हस्ते शिरीष शेवाळे

सही :- शेवाळे

श्री नानाजी यु. शिरसाठ
स्टॅम्प वेडर
दत्त चौक सिडको, नाशिक
परवाना क्र. ९६/२००२

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 26th Friday of June Two Thousand and Twenty (26/06/2020), by and between Arts, Science and Commerce College, Cidco, Nashik - 8, the First Party represented herein by its Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

The Principal, K.T.H.M. College, Gangapur Road, Nashik 422002 (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).

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WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) **Name of Institution:** Arts, Science and Commerce College, Cidco, Nashik.

B) 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.

C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **K.T.H.M. College, Gangapur Road, Nashik 422002**, the Second Party is engaged in Education and Skill Development Services.

F) **K.T.H.M. College, Gangapur Road, Nashik 422002**, the Second Party is headed by **Dr. V.B. Gaikwad, the Principal K.T.H.M. College, Gangapur Road, Nashik 422002** G) **K.T.H.M. College, Gangapur Road, Nashik 422002** is accredited "A++" by NAAC accreditation with CGPA 3.79 which is highest in Maharashtra

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the competitive business and employment meaningfully.

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CLAUSE 4

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **K.T.H.M. College, Gaugapur Road, Nashik 422002**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partuer** or **K.T.H.M. College, Gaugapur Road, Nashik 422002**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU

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CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **Arts, Science and Commeree College, Cideo, Nashik** and **K.T.H.M. College, Gangapur Road, Nashik 422002** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

⑩ **Arts, Science and Commerce College**
Cidco, Nashik

PRINCIPAL
K.S.K.W. Arts, Sci. & Com. College
CIDCO, Nashik-8.



⑪ **K.T.H.M. College, Gangapur Road,**
Nashik 422002
PRINCIPAL
K.T.H.M. College, Commerce &
A.M. Science College, Nashik-2.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **K.T.H.M. College, Gangapur Road, Nashik 422002**

AGREED:

For

Arts, Science and Commerce College,
Cidco, Nashik
PRINCIPAL
K.S.K.W. Arts, Sci. & Com. College
CIDCO, Nashik-8.



Authorized Signatory

For

K.T.H.M. College, Gangapur Road,
Nashik 422002
PRINCIPAL
K.R.I. Arts, B.H. Commerce &
A.M. Science College, Nashik-2.

Authorized Signatory

Arts, Science and Commerce College, Cideo, Nashik	K.T.H.M. College, Gangapur Road, Nashik 422002
Uttamnagar, Cidco, Nashik	Gangapur Road, Shivaji nagar, Nashik
0253-2391110	0253-2571376
cidcocollegenashik@rediffmail.com	contact@kthmcollege.com
www.cidcocollegenashik.com	www.kthmcollege.ac.in

Witness 1:

(Mr. S. T. Ghule)
Asso. professor

Witness 2:

(Prof. V. C. Badvas)
Associate Professor
CIDCO college

Witness 3:

(Mr. R. D. Zankar)
Assittant professor
CIDCO COLLEGE

Witness 4:

(Asst Prof. CIDCO College
Nashik)



महाराष्ट्र MAHARASHTRA

(श्रीमती) 2018

TREASURY OFFICE, NASHIK

UA-254142

3 DEC 2018

STPHC

ATO

विक्री तिथि: 7 DEC 2018, नशिक, नाशिक.

अ.नं. 7139, 7 DEC 2018, 1002, 1002

स्टॅम्प: श्री. नानाजी व. शिरसाठ

स. कोटाजी वाघरे, कला विकास व धर्मिय

महाराष्ट्र, उत्तमनगर, नाशिक, 01/12/2018

मुद्रांक: श्री. नानाजी व. शिरसाठ

हस्ताक्षर: प्र. वा. गान्धीमाल पंडीत

सही: 01/12/2018, दत्त चौक, सिडको, नाशिक

परवाना नं. 98/2009



MEMORANDUM OF UNDERSTANDING

BETWEEN



**THE PRINCIPAL, K.S.K.W. Arts, Science & Commerce College,
Uttamnagar, CIDCO, MAHARASHTRA, INDIA**

This Agreement is made on 15 May, 2019 between the Principal, on behalf of K.S.K.W. Arts, Science & Commerce College, Uttamnagar, Cidco, Nashik (KSKWASCC) (Hereinafter called Party A) and Chairman, Education Wing on behalf of Rajyoga Education and Research Foundation (RERF) having its Administrative Head Office at Mount Abu, Rajasthan 307501 (Hereinafter called Party B)

THIS AGREEMENT NOW WITNESSES FOLLOWINGS:

SCOPE: Whereas Party A and Party B have made an agreement for offering various programs in Value Education and Spirituality at the K.S.K.W. Arts, Science & Commerce College, Uttamnagar, Cidco, Nashik, Maharashtra.

Both the parties hereby mutually agree to the following terms and conditions:

1. Purpose:

The purpose of the MoU is to establish the terms and conditions for offering various programs/Projects in Value Education and Spirituality in Higher Education and allied sector.

2. Responsibilities

K.S.K.W. Arts, Science & Commerce College, Uttamnagar, Cidco, Nashik, places significant emphasis on academic and professional quality assurance and recognizes this as a major responsibility.

2.1. It is the responsibility Party A (KSKWASCC) to provide state-of-the-art physical infrastructure and other equipment for the successful and quality conduct of programs/Projects in Value Education and Spirituality.

2.2. It is RERF's responsibility to provide academic and intellectual support including academic content (syllabus), course structure (matrix), course delivery methods (pedagogy), guiding students for projects and reports related academic deliverables.

2.3 Party B (RERF) has no financial commitment of whatsoever for the programmes/projects implemented under this agreement

3. Schedule to this Agreement

Both parties (KSKWASCC& RERF) shall sign a program specific detailed schedule for identified programs/projects in reference to and as a part of this general agreement.

4. Conduct of Classes

Party-B (RERF) will take care of the conduct of theory and practical classes/lectures for the programs as per the schedule approved and signed by both the parties.

5. Exchange Visit of faculties:

In order to coordinate the cooperation, both parties agree to exchange visit(s) of faculties on the basis of necessity and reciprocity. The details can be further discussed.

6. Understandings, agreements, support and resource needs:

6.1. RERF shall provide all the required support and resources to the teachers/ students of the programs/projects under the purview of this agreement.

6.2. A "Thought laboratory" will be established with the advices and support of RERF at the College campus solely by K.S.K.W. Arts, Science & Commerce College, Uttamnagar, Cidco, Nashik.

6.3. Conduct of R.E.C.I.P.E (Rajyoga Education and Consciousness Improvement Programme for Educators) training programmes by Party B to the Teaching and Non teaching staff of the college by the convenience of Party A

6.4 Assisting various Projects such as 'Beti Bachao, Beti Pado', *NirbhayKanya Abhiyan, Gender Sensitization, Addiction Free Environment, Renewable Energy, Cleanliness, Sanitation, etc.* by Party B (RERF) for the effective implementation of the same by Party A (KSKWASCC)

7. Review and Evaluation of outcomes:

Both the parties will review and evaluate the outcomes of joint activities at the end of each academic year, and shall make recommendations for the further

8. Modification of Agreement:

Revisions or modifications may be proposed at any time, which will be effective only after the date of written agreement signed by both the parties.

9. Resolution of Disputes:

In the event of any dispute or grievance, a joint committee will review the issue and reach an amicable solution.

10. Jurisdiction:

In the event of any dispute or grievance in respect of any matter under this agreement, place of jurisdiction will be Uttamnagar, Cidco, Maharashtra, India.

11. Termination Clause:


Any party may terminate the Agreement with twelve (12) months of advance notice in writing, unless an earlier termination is mutually agreed upon.

12. Duration of MOU:

This Agreement is valid for five (5) years from effective date.

13. Effective Date:

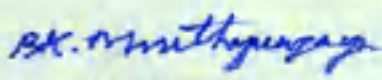
This Agreement becomes effective from the date of signing of this MoU. Agreed and signed on this day of 15 May, 2019


Dr. Jotsana D. Sonkhaskar (Atkare)

Principal

K.S.K.W. Arts, Science and
Commerce College,

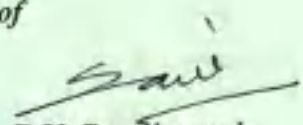
Uttamnagar, Cidco,
Nashik-422 008


Dr. B.K. Mruthyunjaya

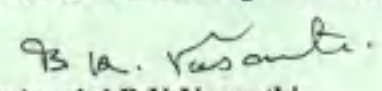
Chairman, Education Wing

Rajyoga Education & Research
Foundation,
Mount Abu, Rajasthan

In the presence of


Dr. B.K. Pandiamani

Director,
Value Education Programmes, RERF


Rajyogini B.K. Vasanthi

Sub-zonal in-charge,
Brahma Kumaris, Nasik

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Arts, Science & Commerce College, CIDCO, Nashik

&

**Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey
No. 82/1, Ambad, Nashik- 10**

For

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered in to on this 25th day of June- Two Thousand and Eighteen (25/06/2018), by and between **Arts, Science & Commerce College, CIDCO, Nashik** The first party represented here -in by its representative Principal Dr. D. B. Shinde

AND

Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422 010, the second party and represented here in by its representative **Head Mr. B.S. Jadhav**.

WHEREAS:

- A) First party is higher educational institution named
Arts, Science & Commerce College, CIDCO, Nashik
- B) Arts, Science & Commerce College, CIDCO, Nashik and Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik- 10 believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities
- C) The parties intent to cooperate and focus their efforts on cooperation within area of skill based training and education.
- D) Both parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- E) **Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010**, the second party is engaged in business, manufacturing, skill development , education and R & D services in the fields of manufacturing of Solar energy products.
- F) **Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010**, the second party is promoted by Mr. B.S. Jadhav Address:- Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-10.
- G) Jadhav Powertech is ISO 9001: 2015 certified.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



CLAUSE 1 CO-OPERATION

- 1.1 Arts, Science & Commerce College, CIDCO, Nashik & Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010 are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 Arts, Science & Commerce College, CIDCO, Nashik & Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010 co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the Arts, Science & Commerce College, CIDCO, Nashik could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.



2.2 Curriculum Design: Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik- 10, will give valuable inputs to the student of Arts, Science & Commerce College, CIDCO, Nashik in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010 to permit the Faculty and Students of the Arts, Science & Commerce College, CIDCO, Nashik to visit its group companies and also involve in Industrial Training Programs for the Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010 The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad, Nashik-422010 will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the students of Arts, Science & Commerce College, CIDCO, Nashik

2.4 Research and Development: Arts, Science & Commerce College, CIDCO, Nashik & Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 have agreed to carry out the joint research activities in the fields of Solar Energy Appliances .

2.5 Skill Development Programs: Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 to train the students of Arts, Science & Commerce College, CIDCO, Nashik on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.6 Guest Lectures: Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 to extend the necessary support to deliver guest lectures to the students of the Arts, Science & Commerce College, CIDCO, Nashik on the technology trends and in house requirements.

2.7 Faculty Development Programs: Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 to train the Faculties of



Arts, Science & Commerce College, CIDCO, Nashik for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.8 Placement of Trained Students: Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 will actively engage to help the delivery of the training and placement of students of the **Arts, Science & Commerce College, CIDCO, Nashik** into internships/jobs; and will facilitate placements for at least 80% of the students. The **Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010** will itself absorb at least 20 percentage of the trained students.

2.9 Arts, Science & Commerce College, CIDCO, Nashik & Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.10 There is no financial commitment on the part of the **Arts, Science & Commerce College, CIDCO, Nashik** the **Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010** to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010**, the Second Party, as the case may be, will take effective steps for implementation of this



MoU. Any act on the part of Training Partner or Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

- 4.2 Arts, Science & Commerce College, CIDCO, Nashik & Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that Arts, Science & Commerce College, CIDCO, Nashik and Jadhav Powertech, 3, Sai Shree Industrial Estate, Survey No. 82/1, Ambad Nashik-422010 are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

**Arts, Science & Commerce
College, CIDCO, Nashik-422009**


**Jadhav Powertech, 3, Sai Shree
Industrial Estate, Survey No. 82/1
Ambad, Nashik-10**




Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nashik**.


AGREED:



Dr. Dilip B. Shinde
PRINCIPAL,
 Arts, Science & Commerce College,
 CIDCO, Nashik - 422 009.

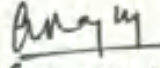

Mr. B.S. Jadhav

Name of Institution : Arts, Science & Commerce College, Cidco, Nashik	Name of Industry : Jadhav Powertech,
Address : CIDCO, Nashik-422009	Address: 3, Sai Shree Industrial Estate, Survey No. 82/1 Ambad, Nashik-422010.
Contact Details: 0253-2372210	Contact Details: 9890626871, 9096870007 0253-6619919/6697186/6697187
E-mails : cidcocollegenashik@rediffmail.com	E-mails : Jadhav_powertech@rediffmail.com
Web : www.cidcocollegenashik.co.in	Web : www.jadhavpowertech.com www.jadhavpowertech.net

Witness 1: 
 (Dr. S.M. P. G. Lokar)

Witness 2: 
 (Mr. S.B. TAMBE)

Witness 3: 
 (Mr. Akhil J. Sayyed)

Witness 4: 
 (Mr. S. H. Pagar)

CIDCO, Nashik in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to permit the Faculty and Students of the Arts, Science & Commerce College, CIDCO, Nashik to visit its group companies and also involve in Industrial Training Programs for the Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the students of Arts, Science & Commerce College, CIDCO, Nashik.

2.4 Research and Development: Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 have agreed to carry out the joint research activities in the fields of Electrical Appliance; Maintenance & Repairing.

2.5 Skill Development Programs: Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to train the students of Arts, Science & Commerce College, CIDCO, Nashik on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.6 Guest Lectures: Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to extend the necessary support to deliver guest lecturers to the students of the Arts, Science & Commerce College, CIDCO, Nashik on the technology trends and in house requirements.

2.7 Faculty Development Programs: Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to train the Faculties of Arts, Science & Commerce College, CIDCO,



Nashik for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.8 Placement of Trained Students: Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 will actively engage to help the delivery of the training and placement of students of the Arts, Science & Commerce College, CIDCO, Nashik into internships/jobs; and will facilitate placements for at least 80% of the students. The Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 will itself absorb at least 20% of the trained students.

2.9 Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

2.10 There is no financial commitment on the part of the Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Prism Electronics systems, 'Classic



Arcade', Upendra Nagar, Near Symbiosis College, Cideco-Ambad link Road, CIDCO, Nashik-10, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cideco-Ambad link Road, CIDCO, Nashik-10, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU

- 4.2 Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cideco-Ambad link Road, CIDCO, Nashik-10 may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that Arts, Science & Commerce College, CIDCO, Nashik and Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cideco-Ambad link Road, CIDCO, Nashik-10 are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party
Arts, Science & Commerce
College CIDCO, Nashik



Second Party
Prism Electronics systems
'Classic Arcade', Upendra Nagar,
Near Symbiosis College, Cideco-Ambad
link Road, CIDCO, Nashik-10



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Nashik.

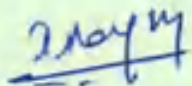
AGREED:

Prin. Dr. D. B. Shinde
PRINCIPAL,
 Arts, Science & Commerce College
 CIDCO, Nashik - 422 009.

Mr. Anil Sonawane
 Autho. Sign.


Name of Institution : Arts, Science & Commerce College, CIDCO, Nashik	Name of Industry : Prism Electronics Systems
Address: CIDCO, Nashik-422008	Address: Classic Arcade', Upendra Nagar, Near Symbiosis College, Cideo-Ambad link Road, CIDCO, Nashik-10
Contact Details (0253)2391110	Contact Details: 9850490678
E-mails : cidcocollegenashik@rediffmail.com	E-mails : prismelex@gmail.com
Web : www.cidcocollegenashik.com	Web : www.prismlabequipments.co.in

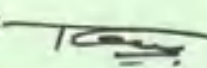
Witness 1:


 (Mr. S. M. PAGAR)

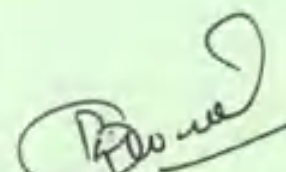
Witness 2:


 (Mr. S. B. TAMBE)

Witness 3:


 Dr. R. V. Rote

Witness 4:


 (Dr. B. K. Ghotekar)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Arts, Science & Commerce College, CIDCO, Nashik

&

**Prism Electronics systems, 'Classic Arcade', Upendra Nagar,
Near Symbiosis College, Cidco-Ambad link Road, CIDCO,
Nashik-10.**

For

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES
AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered in to on this 27th day of June-
Two Thousand and Eighteen (27/06/2018), by and between Arts, Science & Commerce
College, CIDCO, Nashik. The first party represented here in by its representative
Principal Br. D. D. Shinde

AND

Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis
College, Cidco-Ambad link Road, CIDCO, Nashik-10, the second party and
represented here in by its Head Mr. Anil Sonawane.

WHEREAS:

- A) First party is higher educational institution named: Arts, Science & Commerce
College, CIDCO, Nashik.
- B) Arts, Science & Commerce College, CIDCO, Nashik and Prism Electronics systems,
'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road,
CIDCO, Nashik-10 believe that collaboration and cooperation between themselves
will promote more effective use of each of their resources and provide each of them
with enhanced opportunities
- C) The parties intent to cooperate and focus their efforts on cooperation within area of
skill based training and education.
- D) Both parties, being legal entities in themselves desire to sign this MoU for advancing
their mutual interests.
- E) Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis
College, Cidco-Ambad link Road, CIDCO, Nashik-10 the second party is engaged in
business, manufacturing, skill development , education and R & D services in the
fields of Electrical Appliance Maintenance & Repairing.
- F) Prism Electronics systems, the second party is promoted by Mr. Anil Sonawane
Address: - 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad
link Road, CIDCO, Nashik-10.
- G) Prism Electronics system Reg. No. 27BCAPS8753DIZE

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS
FOLLOWES:



CLAUSE 1

CO-OPERATION

- 1.1 Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 Arts, Science & Commerce College, CIDCO, Nashik & Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10 co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the Arts, Science & Commerce College, CIDCO, Nashik could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Prism Electronics systems, 'Classic Arcade', Upendra Nagar, Near Symbiosis College, Cidco-Ambad link Road, CIDCO, Nashik-10, will give valuable inputs to the student of Arts, Science & Commerce College,



- G) The Red wing wines Pvt. Ltd. Akrale, Nashik is envisages interest from parties who would require bulk quantities of wine. 70% wine is sold in bulk for the best brands. It also supplies bottled red and white wine under the brand Redwing.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS.

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Arts, Science and Commerce College, CIDCO, Nashik and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.



- 2.1 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.2 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of high quality wine manufacture.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 15% of the students. The Second Party will itself absorb at least ten percentage of the trained students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the Arts, Science and Commerce College, CIDCO, Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **The Red wing wines Pvt. Ltd. Akrale, Nashik** the second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **The Red wing wines Pvt. Ltd. Akrale, Nashik**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **Arts, Science and Commerce College, CIDCO, Nashik** and **The Red wing wines Pvt. Ltd. Akrale, Nashik** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party



Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Nashik.

Redwing Wines Pvt. Ltd.

AGREED:

For

Arts, Science and Commerce College,
CIDCO, Nashik

For

The Red wing wines Pvt. Ltd., Nashik.

Director

Redwing Wines Pvt. Ltd.

Director

Dr. Dilip B. Shinde

PRINCIPAL,

Arts, Science & Commerce College,
CIDCO, Nashik - 422 009.

Mr. R.K. Pawar

Arts, Science and Commerce College, CIDCO, Nashik.	The Red wing wines Pvt. Ltd., Nashik.
Arts, Science and Commerce College, CIDCO, Nashik.	The Red wing wines Pvt. Ltd., Nashik. Gat No. -33, Akrale phata, Talegaon, Dindori, Nashik.
Fax- 0253-2372210, Tel-0253-2391110 Mobile No. 9422754512	Fax- 0253-2387225, 0253-2387225, Mobile No. 9422245382
Email-cidcocollegenashik@rediffmail.com	Email-aarkaypawar@gmail.com
Web-www.kskwcidcocollegenashik.com	Web-www.redwingwine.com

Witness 1:

(Smt. M. S. Girase)

Witness 2:

Witness 3:

Witness 4:



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**ARTS, SCIENCE AND COMMERCE COLLEGE, CIDCO,
NASHIK.**

AND

THE RED WING WINES PVT. LTD. AKRALE, NASHIK.

FOR

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES**

**FOR BACHELOR OF VOCATION (B. VOC.)
PROGRAMME**

- FOOD PROCESSING TECHNOLOGY

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called as the 'MOU') is entered into on this the 26th day of July two thousand eighteen of the year (26/06/2018) by and between

Arts, Science and Commerce College, CIDCO, Nashik represented herein by its Principal Dr. D. B. Shinde (hereinafter referred as '**First Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

The Red wing wines Pvt. Ltd. Akrale, Nashik, **the Second Party**, and represented herein by its Managing director, Mr. R. K. Pawar, (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).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Arts, Science and Commerce College, CIDCO Nashik.
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **The Red wing wines Pvt. Ltd. Akrale, Nashik**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Food processing.
- F) **The Red wing wines Pvt. Ltd. Akrale, Nashik**, the Second Party is promoted by Red wing wines group; Gat No. -33, Akrale phata, Talegaon, Dindori, Nashik. It is one of the modern winery with incorporation of best practices of wine production for fine quality wine production.



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called as the 'MOU') is entered into on this the 26th day of July two thousand eighteen of the year (26/06/2018) by and between

Arts, Science and Commerce College, CIDCO, Nashik represented herein by its Principal Dr. D. B. Shinde (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

The Shubhann Company, M.I.D.C., Satpur, Nashik the Second Party, and represented herein by its Chairman, Mr. Atul Sangave (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).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as:

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Arts, Science and Commerce College, CIDCO Nashik.
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) The The Shubhann Company, M.I.D.C., Satpur, Nashik, the Second Party is engaged in Business, Manufacturing, Supplier of Indian healthy foods, and leading in the fields of Food processing.
- F) The Shubhann Company, M.I.D.C., Satpur, Nashik, the Second Party is promoted by Shubhann Company Group, Plot No. A - 38, NICE M.I.D.C., Satpur, Nashik, Maharashtra, India - 422007. It is involved in manufacture, supply and exporter of high quality of Indian food like instant mix, ready flours, fasting foods, chutneys, syrups.
- G) The Shubhann Company, M.I.D.C., Satpur, Nashik, is having specialization in supplying hygienic, excellent quality of products which are equally good in taste and nutrition. Shubhann has come up with a unique combination of traditional products along with innovative and nutritious products.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



SHUBHANN COMPANY
A/38, NICE MIDC,
SATPUR, NASHIK-422 007.
☎:0253-2360370.

CLAUSE 1
CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Arts, Science and Commerce College, CIDCO, Nashik and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2
SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its



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A/38, NICE MIDC,
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group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of food processing manufacture, supply and export of high quality of fruit pulp and tomato paste, tomato ketchup, red and green chilly sauces, white and black vinegars.
- 2.5 Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 20% of the students. The Second Party will itself absorb at least fifteen percentage of the trained students.
- 2.9** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10** There is no financial commitment on the part of the Arts, Science and Commerce College, CIDCO, Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



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CLAUSE 3
INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4
VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period The Shubhann Company, M.I.D.C., Satpur, Nashik, the second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or The Shubhann Company, Plot No. A- 38, NICE, M.I.D.C., Satpur, Nashik the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that ARTS, SCIENCE AND COMMERCE COLLEGE, CIDCO, NASHIK and the Shubhann Company, M.I.D.C., Satpur, Nashik are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First party

Arts, Science and Commerce College,
Cidco, Nashik

Second party

Shubhann Company, M.I.D.C.,
Satpur, Nashik,



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SATPUR, NASHIK-422 007
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Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Nashik.

AGREED:

For

Arts, Science and Commerce College,
CIDCO, Nashik

For

Shubhann Company, M.I.D.C.,
Satpur, Nashik,

Shubhann Company

Sangave

Dr. Dilip B. Shinde

PRINCIPAL,

Arts, Science & Commerce College,
CIDCO, Nashik - 422 009.

Mr. Sangave Atul

SHUBHANN COMPANY

A/38, NICE MIDC,
SATPUR, NASIK-422 007.
☎:0253-2360370.

Arts, Science and Commerce College, CIDCO, Nashik.	Shubhann Company, M.I.D.C., Satpur, Nashik,
Uttamnagar, CIDCO, Nashik.	Plot No. A- 38, NICE, M.I.D.C., Satpur, Nashik 422007
Fax-0253-2372210, Tel-0253-2391110 Mobile No. 9422754512	0253-2360370 Mob. No. 9822171757
Email-cidcocollegenasik@rediffmail.com	E-mail- info@shubhann.in shubhann@yahoo.com
Web- www.kskwcidcocollegenasik.com	Web-www.shubhann.in

Witness 1:

Gms
(Smt. M. S. Girase)

Witness 2:

Sangave

Witness 3:

P.E.

Witness 4:

Khan



SHUBHANN COMPANY
A/38, NICE MIDC,
SATPUR, NASIK-422 007.
☎:0253-2360370.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**ARTS, SCIENCE AND COMMERCE COLLEGE, CIDCO,
NASHIK.**

AND

**SHUBHANN COMPANY, PLOT NO. A- 38,
NICE, M.I.D.C., SATPUR, NASHIK.**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES
FOR BACHELOR OF VOCATION (B. VOC.)
PROGRAMME
- FOOD PROCESSING TECHNOLOGY**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on this 8th day of September 2020 at Pune.

BETWEEN

Karmaveer Shantarambapu Kondaji Wavare Arts, Science and Commerce College (CiDCO College), a college/Institute recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having address at: Uttamnagar, Cidco, Nashik, 422008, Maharashtra, India

Through its Principal

(hereinafter referred to as "PARTNER INSTITUTE")



AND

BAJAJ FINSERV LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Bajaj Auto Ltd Complex, Mumbai-Pune Road, Pune 411 035

AND

BAJAJ FINANCE LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Akurdi, Pune 411 035

Through President (Legal and Taxation) – Bajaj Finserv Limited

(Bajaj Finserv Limited and Bajaj Finance Limited hereinafter referred to as "FINSERV")

The expressions "PARTNER INSTITUTE" and "FINSERV" shall, collectively be referred to as "Parties" and individually as "Party".

WHEREAS:

- A. PARTNER INSTITUTE established in 1993 by Maratha Vidya Prasarak Samaj is affiliated to Savitribai Phule Pune University.
- B. Bajaj Finserv Limited is the holding company for financial services businesses of the Bajaj Group;
- C. Bajaj Finance Limited is a Non-Banking Finance Company registered with Reserve Bank of India.
- D. FINSERV, as part of its Corporate Social Responsibility (CSR) activities, desires to create employment opportunities for educated youth in the Banking, Finance and Insurance Sector through a customized training programme encompassing product knowledge, communication and other soft skills, which is expected to benefit fresh graduates, especially those belonging to economically weaker sections of the society;
- E. FINSERV, in partnership with some of the leading educational institutes, has designed and developed a customized programme viz. Certificate Programme in Banking, Finance and Insurance (hereinafter referred to as CPBFI).
- F. FINSERV and PARTNER INSTITUTE had signed a Memorandum of Understanding on December 13, 2018 for conducting CPBFI for the students and alumni of PARTNER INSTITUTE;
- G. The Parties have agreed to terminate the aforementioned MoU and shall henceforth conduct CPBFI, on terms and conditions set out below.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Purpose/Objective of CPBFI:

The objective of CPBFI is to impart practical knowledge and essential skills to final year graduation students and fresh graduates, especially those belonging to economically weaker sections of the society, with a view to create employment opportunities for them in the Banking, Finance and Insurance Companies.



2. Scope of CPBFI:

- i. FINSERV has appointed different training institutes as Official Training Partners for conducting CPBFI (hereinafter referred to as CPBFI Official Training Partners).
- ii. FINSERV and the PARTNER INSTITUTE, through one of the CPBFI Official Training Partners, shall conduct, for the eligible students and alumni of the PARTNER INSTITUTE, a Certificate Programme in Banking, Finance and Insurance viz. CPBFI, covering industry overview and product knowledge relevant for roles in banks, NBFCs, life insurance and general insurance companies, communication and other workplace skills. CPBFI shall be conducted through classroom training (hereinafter referred to as CPBFI-CLASSROOM), online training (hereinafter referred to as CPBFI-ONLINE) or a combination of classroom and online training (hereinafter referred to as CPBFI-BLENDED).

3. Responsibilities of the Parties:

- i. The PARTNER INSTITUTE shall be responsible for mobilizing students for the CPBFI Programme by spreading awareness about CPBFI and its potential benefits for the prospective students. FINSERV shall, if requested by PARTNER INSTITUTE, at its discretion, support the awareness campaigns by participating in the student meetings, parent meetings and design of publicity material such as posters, leaflets etc.
- ii. The PARTNER INSTITUTE shall be responsible for providing necessary infrastructure facilities for conducting classroom sessions of CPBFI-CLASSROOM and CPBFI-BLENDED, specifically (a) one class room, equipped with a projector, a sound system and a white-board with a seating capacity of at least 45 students, (b) one computer room, equipped with computers having MS Office software and high-speed internet connection, with a seating capacity of at least 25 students, for conducting the online assessment tests (c) one assembly hall with a capacity of around 60 persons and 3 interview rooms, for one day per batch, for conducting CPBFI HR Workshop. PARTNER INSTITUTE shall also provide basic stationery required for training purposes such as marker pens, chart sheets, chalks etc.
- iii. The PARTNER INSTITUTE shall appoint a Coordinator for every CPBFI batch, with following responsibilities;
 - a. To motivate and encourage students to extract maximum benefit from CPBFI.
 - b. To provide necessary support to the CPBFI Official Training Partner for planning and conducting the program.
 - c. To conduct online pre-assessment and post-assessment tests for every batch.
 - d. To ensure that the classes are conducted as per pre-defined schedule.
 - e. To ensure that all students are regularly attending the classes.
 - f. To maintain daily attendance of students.
 - g. To attend few classes as an observer and provide feedback to FINSERV about the training quality.
 - h. To ensure discipline and good conduct from the students.
 - i. To support FINSERV team to conduct CPBFI HR Workshop for every batch.
 - j. To submit required college information as per Annexure 3 to FINSERV coordinator.
- iv. The PARTNER INSTITUTE shall issue an appointment letter to the Coordinator as per format prescribed in Annexure 4 of this MOU. The PARTNER INSTITUTE shall submit the appointment letter, duly authorized by the Principal of the PARTNER INSTITUTE and accepted by the Coordinator, to FINSERV before commencement of every CPBFI Batch.
- v. FINSERV shall be responsible to design and continuously improve the CPBFI programme structure, including adding or deleting courses, changing pedagogy or modifications to the programme duration.



- vi. FINSERV shall be responsible to arrange faculty, with requisite expertise and experience, through any of its CPBFI Official Training Partners. FINSERV shall provide necessary details of the concerned CPBFI Official Training Partner to the PARTNER INSTITUTE at least 2 weeks before start of every batch. FINSERV shall be responsible to arrange the online training platform for conducting CPBFI-ONLINE and CPBFI-BLENDED.
- vii. FINSERV and the PARTNER INSTITUTE, shall be responsible for award of "Certificate of Completion" at the completion of CPBFI to all successful candidates who meet eligibility criteria viz. requisite attendance and credits in the examinations conducted during CPBFI.
- viii. FINSERV, as part of its CSR, shall bear the full cost of faculty deployed by its CPBFI Official Training Partner, to ensure that CPBFI is affordable to students belonging to economically weaker sections of the society.
- ix. FINSERV along with its chosen academic partner/s, shall conduct an online examination at the end of CPBFI. Only students who pass this examination and have requisite attendance shall be eligible to receive the "Certificate of Completion". This examination shall be in addition to all other examinations conducted by the CPBFI Official Training Partner during CPBFI.
- x. The PARTNER INSTITUTE shall display the FINSERV name and logo prominently in all marketing and publicity material, notices for students and all other internal and external communications, in paper form or otherwise, relating to CPBFI.
- xi. Any other use of FINSERV brand names by the PARTNER INSTITUTE shall require prior written consent from FINSERV.
- xii. The PARTNER INSTITUTE shall provide to FINSERV, necessary information about all the students of CPBFI, in the format specified by FINSERV in Annexure 1. FINSERV shall be free to contact the students directly for the purpose of monitoring the impact of CPBFI and the career progression of students.
- xiii. The PARTNER INSTITUTE shall not conduct CPBFI or a programme with identical course structure except in partnership with FINSERV.
- xiv. The PARTNER INSTITUTE shall be solely responsible to comply with regulations of University Grants Commission or any other authority regulating educational activities in India. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability including monetary or otherwise, in the event of any regulatory action taken against the PARTNER INSTITUTE in respect of conducting this programme. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case an action is taken against FINSERV by any such regulatory authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MOU.
- xv. The PARTNER INSTITUTE shall be solely responsible for payment of GST or any other taxes that may be applicable, in respect of fees collected by the PARTNER INSTITUTE for CPBFI and FINSERV shall not have any liability towards the same. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability, monetary or otherwise, in the event of any action is taken against the PARTNER INSTITUTE by any tax authorities. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case any action is taken against FINSERV by any such tax authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MOU.
- xvi. The PARTNER INSTITUTE shall submit the information specified in Annexure 3 before commencement of every batch to FINSERV.



4. Batch Strength:

The parties agree that, each batch shall consist of minimum 45 and maximum 60 students. FINSERV and the PARTNER INSTITUTE may mutually decide to start a batch with less than 45 students.

5. Term of the MOU:

The term of this MOU is for a period commencing from signing of this MoU till end of March 31, 2024, except Clause 3(xiii) and Clause 14, which shall continue to be in force for a further period of 3 years from the date of termination of this MOU. The parties may decide to further extend the term of this MOU by mutual consent on such terms and conditions as may be agreed between them.

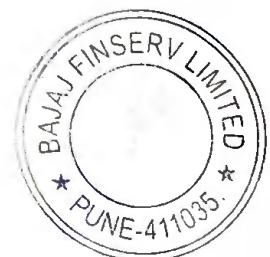
6. Course fees:

- i. PARTNER INSTITUTE shall charge a non-refundable fee of Rs.1,000 (Rupees One Thousand only) plus applicable GST and other taxes, to each of the students of CPBFI towards the course fees. The fee payable by each student shall not be less than Rs. 1,000 (Rupees one thousand only) plus applicable taxes and shall not exceed Rs. 3,000 (Rupees three thousand) plus applicable taxes. The fees specified here shall be valid for two years from signing of this MOU. The fees shall be reviewed on completion of this period and parties may mutually agree to revise the same from time to time.
- ii. On successful completion of every batch (i.e. if the overall attendance of the students is in excess of 75%) of CPBFI-CLASSROOM and CPBFI-BLENDED, FINSERV shall pay an amount of Rs. 500 (Rupees Five Hundred only) per student to the PARTNER INSTITUTE as a fee subsidy. The fee subsidy shall be paid by FINSERV within 2 weeks from completion of every batch and submission of bank account information as per Annexure 3. The method for calculating the overall attendance in respect of CPBFI batches, is included in Annexure 2.
- iii. The PARTNER INSTITUTE has agreed to suitably remunerate the coordinator and other staff members for their effort towards successful conduct of CPBFI Batch.
- iv. The PARTNER INSTITUTE, may at its own discretion, waive the fees of students from economically weaker sections, provided the number of such students does not exceed 15% of total enrolment in the respective batch.
- v. The PARTNER INSTITUTE shall ensure that no student shall be allowed to attend CPBFI without paying the full fees except those permitted under sub-clause iv above.
- vi. The PARTNER INSTITUTE shall submit to FINSERV, before commencement of any batch, extracts of bank statement or copies of cash receipts or a letter from the Principal or Vice-Principal confirming collection of fees from every participant.

7. Duration and contents of CPBFI:

- i. CPBFI will involve training of about 100 hours.
- ii. The PARTNER INSTITUTE has agreed to mobilize, on best effort basis, at least 40 students in first academic year and at least 80 students from second academic year onwards. The PARTNER INSTITUTE shall decide the batch schedule and timings and inform the schedule to FINSERV at least 45 days before commencement of the batch.
- iii. FINSERV shall arrange to make the faculty available as per the schedule informed by the PARTNER INSTITUTE.





12. Certification:

FINSERV and the PARTNER INSTITUTE shall issue a "Certificate of Completion" in "Certificate Programme in Banking, Finance and Insurance" to the eligible students of CPBFI-CLASSROOM and CPBFI-BLENDED. The certificates shall be printed by FINSERV and shall carry the logos of FINSERV, the PARTNER INSTITUTE and the concerned CPBFI Official Training Partner.

FINSERV shall issue a "Certificate of Completion" in "Certificate Programme in Banking, Finance and Insurance" to the eligible students of CPBFI-ONLINE. The certificates shall be in digital format and shall carry the logos of FINSERV, the PARTNER INSTITUTE and the concerned CPBFI Training Partner.

13. Further Agreements:

The parties agree that, they may mutually discuss and enter into further agreements, if needed.

14. Confidentiality:

- i. The Parties agree to maintain strict secrecy and confidentiality regarding any and all Confidential Information exchanged or to be exchanged between them in relation to this MOU.
- ii. The PARTNER INSTITUTE agrees that all the course material provided by FINSERV or the CPBFI Official Training Partner, including but not limited to CPBFI structure, curriculum, lesson plans and evaluation methods, shall be deemed to be Confidential Information.
- iii. The PARTNER INSTITUTE agrees that any of FINSERV's technical or business or other information including information given for development of any case studies / development of any program modules / contents, made available by FINSERV or its personnel to the PARTNER INSTITUTE shall be deemed to be Confidential Information.
- iv. The PARTNER INSTITUTE agrees to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to it in accordance with this clause.
- v. Information and material disclosed and provided by each party to the other party in pursuance of or in connection with performance of its obligation under this MOU shall, at all times, remain the sole and exclusive property of the disclosing Party.

15. Intimation about cancellation/postponement of CPBFI:

- i. If due to any cogent reasons, it appears to the PARTNER INSTITUTE that it is unable to arrange any batch as per schedule, the PARTNER INSTITUTE shall intimate about its inability to FINSERV at least 30 days in advance and the parties shall decide further schedule of CPBFI by mutual consent. FINSERV may decide to complete such batches through online classes.
- ii. However, if such postponement or cancellation is necessitated due to any last minute, unforeseen and unavoidable circumstances like Act of God, civil commotion, strike, bandh, disruption of traffic, epidemic, war, aggression, change in Government Policy or any other similar circumstances, the PARTNER INSTITUTE shall intimate the change in schedule as early as possible after such circumstances as stated above have arisen. In such circumstances, the PARTNER INSTITUTE shall not be held liable for payment towards any loss or damages caused to FINSERV due to delay in its schedule.



- iii. If for any reason, FINSERV, decides to discontinue support for CPBFI, It shall give a written notice to the PARTNER INSTITUTE, 30 days in advance. Such notice shall not impact any batch which is already in progress on the date of notice and the terms of this MOU shall continue to apply to the running batches.

16. Amendment/Termination:

- i. Any amendment to the terms of this MOU can only be made by mutual consent of the parties.
- ii. This MOU may be terminated by either party, for breach of terms and conditions of the present MOU or otherwise, by a written notice of at least one (1) month in advance. Such notice of termination shall not interfere with the batches underway at the relevant time. Such batches shall be allowed to continue until their conclusion.
- iii. Both the parties agree that Finserv shall have the right of terminating this MOU without any notice to the PARTNER INSTITUTE, if the PARTNER INSTITUTE charges a fee exceeding the amount prescribed under Clause 6(i) of this MOU. In such event, the batches underway at the relevant time, may also be terminated by FINSERV, unless the PARTNER INSTITUTE refunds the excess fee charged to every student of the batch.

17. Applicable Law and Dispute Settlement:

- i. This MOU shall be governed by the Laws of India.
- ii. Any dispute arising between the parties in connection with or arising out of the performance of mutual obligations under this MOU shall be resolved by mutual discussion and consultation. If the dispute remained unresolved even after 30 days, then the dispute shall be referred to the Principal of Karmaveer Shantarambapu Kondaji Wavare Arts, Science and Commerce College (CIDCO College) and Mr. V. Rajagopalan, President (Legal and Taxation), Bajaj Finserv Limited. The decision of the Principal of Karmaveer Shantarambapu Kondaji Wavare Arts, Science and Commerce College (CIDCO College) and Mr. Rajagopalan shall be final and binding on both parties.

18. Originals:

This MOU is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same MOU.

IN WITNESS WHEREOF, the Parties hereto have put their hands the day, month and the year first hereinabove mentioned.

For Karmaveer Shantarambapu
Kondaji Wavare Arts, Science and
Commerce College (CIDCO
College)

For Bajaj Finance Limited

For Bajaj Finserv Limited

Name: Dr. Jyotina D. Sonkhaskar

Name: V. Rajagopalan

Name: V. Rajagopalan

Designation: Principal

Designation: President (Legal and
Taxation)

Designation: President (Legal and
Taxation)

Witness

Full Name: Dr. ATZuph G
Designation: Dece

Course Co-ordinator

Witness

Full Name: Ajay Sathe
Designation: Group Head –
Customer Experience and CSR

Witness

Full Name: Ajay Sathe
Designation: Group Head –
Customer Experience and CSR

