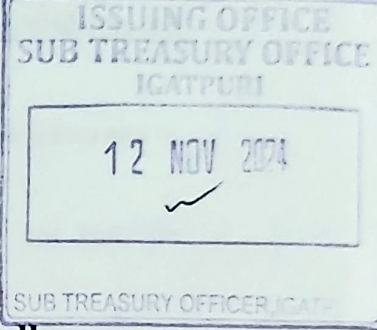




महाराष्ट्र MAHARASHTRA

2024

23AB 301570



Memorandum of Understanding

Between

MVP Samaj's

K.P.G. Arts, Commerce and Science College,

Near Takeghoti, Mumbai-Agra Marg,

Igatpuri.422403.Dist.Nashik.

&

Nashik Engineering Cluster, C-10, MIDC Ambad,

Nashik, Maharashtra 422010

For

Skill Development, Outcome Based Trainings,

Placement and Related Services

## जोडपत्र

दस्ताचा प्रकार/अनुच्छेद क्रमांक करारनामा

दस्त नोंदणी करणार आहेत का ना

नोंदणी होणार असल्यास दुय्यम निबंधक कागताचा नाव ना

मिळकतीचे वर्णन ना

मोबदला रक्कम ना

मुद्रांक विकत घेणाऱ्याचे नाव के.पी.जी. कॉलेज एगमोरी

दुसऱ्या पक्षकाराचे नाव श्री.डी.चोबरी रा.घोरी बु

हस्ते असल्यास त्याचे नाव व पत्ता ना

मुद्रांक शुल्क रक्कम १००६

मुद्रांक विक्री नोंद वही अनु.क्रमांक/दनांक अपेक्ष १२९११२०१८

मुद्रांक विकत घेणाऱ्याची सही [Signature]

परवानाधारक मुद्रांक वेकेत्याची सही [Signature]

परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण व पत्ता

श्री. भास्कर दत्तात्रय मुद्रांक विक्री तहसिल अग्रवार इगतपुरी  
मुद्रांक परवाना क्र. १९/२००२



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered in to on this 27<sup>th</sup> day of June- Two Thousand and Eighteen (27/06/2018), by and between **K. P. G. Arts, Commerce and Science College Igatpuri**. The first party represented here in by its representative **Principal Dr. S. S. Kale**

AND

**Nashik Engineering Cluster, MIDC Ambad Nashik** the second party and represented here in by its Head, Mr. Farmkh. Zaen

### WHEREAS:

- A) First party is higher educational institution named: **K.P.G. Arts, Commerce and Science College Igatpuri**.
- B) **K.P.G. Arts, Commerce and Science College Igatpuri** and **Nashik Engineering Cluster, MIDC Ambad Nashik**, 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) **Nashik Engineering Cluster, MIDC Ambad Nashik**, the second party is engaged in business, manufacturing, skill development, education and R & D services in the fields of Travel and Tourism.
- F) the second party is promoted by Mr. Farmkh. Zaen  
Address: - **Nashik Engineering Cluster, C-10, MIDC Ambad, Nashik, Maharashtra 422010**
- G) Reg. No. -----

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 **K.P.G. Arts, Commerce and Science College Igatpuri, Dist. Nashik & Nashik Engineering Cluster, MIDC Ambad Nashik**, 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 **K.P.G. Arts, Commerce and Science College Igatpuri, Dist. Nashik & Nashik Engineering Cluster, MIDC Ambad Nashik**, 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 **K.P.G. Arts, Commerce and Science College Igatpuri, Dist. 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: Nashik Engineering Cluster, MIDC Ambad Nashik**, will give valuable inputs to the student of **K.P.G. Arts, Commerce and Science College Igatpuri** 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 Nashik Engineering Cluster, MIDC Ambad Nashik. to permit the Faculty and Students of the K.P.G. Arts, Commerce and Science College Igatpuri to visit its group companies and also involve in Industrial Training Programs for the Nashik Engineering Cluster, MIDC Ambad Nashik. 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. Nashik Engineering Cluster, MIDC Ambad Nashik. will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the students of K.P.G. Arts, Commerce and Science College Igatpuri, Dist. Nashik.
- 2.4 Research and Development:** K.P.G. Arts, Commerce and Science College Igatpuri, Dist. Nashik & Nashik Engineering Cluster, MIDC Ambad Nashik, have agreed to carry out the joint research activities in the fields of I.T. and Soft Skills for Employability Enhancement.
- 2.5 Skill Development Programs:** Nashik Engineering Cluster, MIDC Ambad Nashik, to train the students of K.P.G. Arts, Commerce and Science College Igatpuri on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures:** Nashik Engineering Cluster, MIDC Ambad Nashik, to extend the necessary support to deliver guest lecturers to the students of the K.P.G. Arts, Commerce and Science College Igatpuri on the technology trends and in house requirements.
- 2.7 Faculty Development Programs:** Nashik Engineering Cluster, MIDC Ambad Nashik. to train the Faculties of K.P.G. Arts, Commerce and Science College Igatpuri for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students:** Nashik Engineering Cluster, MIDC Ambad Nashik. will actively engage to help the delivery of the training and placement of students of the K.P.G. Arts, Commerce and Science College Igatpuri into internships/jobs; and will facilitate placements for at least 80% of the students. The Nashik Engineering Cluster, MIDC Ambad Nashik, will itself absorb at least 20% of the trained students.

2.9 **K.P.G. Arts, Commerce and Science College Igatpuri & Nashik Engineering Cluster, MIDC Ambad Nashik**, 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 **K.P.G. Arts, Commerce and Science College Igatpuri & Nashik Engineering Cluster, MIDC Ambad Nashik**, 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 **Nashik Engineering Cluster, MIDC Ambad 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 **Nashik Engineering Cluster, MIDC Ambad 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 **K. P. G. Arts, Commerce and Science College Igatpuri, Dist. Nashik & Nashik Engineering Cluster, MIDC Ambad Nashik**, 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 K. P. G. Arts, Commerce and Science College Igatpuri, Dist. Nashik and Nashik Engineering Cluster, MIDC Ambad 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.

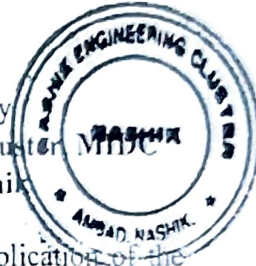


*[Signature]*

First Party  
K. P. G. Arts, Commerce and  
College Igatpuri, Dist.  
Nashik

*[Signature]*

Second Party  
Nashik Engineering Cluster  
Ambad Nashik



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:**

*[Signature]*

Prin. Dr. S. S. Kale  
Principal

Mr. Farookh Zaeri

Name of Institution : K.P.G. Arts, Commerce and Science College Igatpuri	Name of Industry : Nashik Engineering Cluster (NEC)
Address: Near Take Ghoti, Mumbai- Agra Marg, Taluka-Igatpuri, Dist. Nashik (MS)	Address: C-10, MIDC Ambad, Nashik, Maharashtra 422010
Contact Details: 9422246082	Contact Details: 0253 669 9200
Email-srcollege.igatpuri@mvp.edu.in	E-mail : info@nec.org.in
Web : www.igatpuricollege.mvp.edu.in	Web : www.nec.org.in

Witness 1: *[Signature]*

Witness 2: *[Signature]*

Witness 3: *[Signature]*

Witness 4: