



महाराष्ट्र MAHARASHTRA

2018

TW 253668



This

### MEMORANDUM OF UNDERSTANDING

The memorandum of understanding is made at ITSPM's ASC College Indapur on 12<sup>th</sup> April 2018.

Between

**Shankarrao Patil Charitable Trust Indapur**, company incorporated under the companies act, 1956, having its registered office at Shivkrupa Bangala, Sahajeevan Nagar Housing society, Ganeshkhind Road, Pune-411007, Maharashtra, herein after referred to as "SPCT" (which terms shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the first part.



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 (५९११२५)  
 मुद्रांक विभाग, इंदौर (मुरो)  
 प्रमाणित क्रमांक २३०६०१४  
 मुद्रांक विभागे विक्रय-इंदौर (मुरो)

**ITSPM's Arts Science and Commerce college Indapur** , located at off National Highway no. 9, opposite to Indapur municipality Indapur-413106 hereinafter referred to as "ITSPM's Arts Science and Commerce college Indapur" (Which term shall so far as the context admits be deemed to mean and include its successors and assignees) of Second Part.

1. SPCT is a training partner associated with various corporates for providing training to the students as part of their CSR activity.

2. ITSPM's Arts Science and Commerce College Indapur, is an educational institute affiliated to Savitribai Phule Pune University. The college offers various graduate and postgraduates courses in science and commerce.

3. ITSPM's Arts Science and Commerce College Indapur, is willing to enter Memorandum of Understanding (MOU) with SPCT for the skills enhancement initiative through carrier clap, the technology platform and other face to face initiatives..

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. Objective:**

The objective of this MOU is to enable students of ITSPM's, Arts Science and Commerce College, Indapur College access resources that would enhance their employability.

**2. Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of One year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

**3. Roles & Responsibilities of the College:**

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The College shall share the details of the students like name, email ID, contact details who are willing to undergo the aforesaid skill enhancement initiative through Career Clap with SPCT in the College Letterhead.
- c. It would be the responsibility of the College to ensure that proper publicity of the Program is made through College website.
- d. To encourage the Students to register for the Program by informing them about the benefits of the program.
- e. To provide all the support services and facilities to SPCT during the conduct of the said Training Program.
- f. To coordinate with SPCT and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by SPCT, as per schedule communicated by SPCT.

**4. Roles & Responsibilities of SPCT:**

- a. SPCT will arrange for assessment of its own and also arrange external assessment as required.

**5. Other Terms & Conditions:**

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.

- b. The students should register online through Career Clap and appear for Assessments as required.
- c. Program Coordinator to be appointed by college
- d. TPO's active support and participation is required for smooth & efficient conduct of the program

**6. Commercials:**

College will provide appropriate fees per student for 20 hours training for respective course.

**7. Certification:**

College will take exam and provide the certificate.

**8. Limitations and Warranties:**

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

**9. Termination:**

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

**10. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**11. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.



**12. Confidential Information:**

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

**13. Force Majeure:**

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are

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b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual

