



महाराष्ट्र MAHARASHTRA

2023

79AA 626757



कवठेमहांकाळ विक्री क्र. १९६ किंमत रु. १०० दि. 1 FEB 2024

श्री. उज्ज्वला जोतीराम बेबे रा. कवठेमहांकाळ

हस्त रक्कम ५०० कारण करार

श्री. डी. बी. उमराणीकर, कवठेमहांकाळ, प.नं. २४०४००३

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into 05/02/2024 by and between Vivekanand Institute of Information Technology (herein after refereed as party No.1 for the convenience) with an address of Vidyanagar, Kavathe Mahankal and Near Chinagi Baba & Ram Mandir Jath, Dist. Sangli and Principal, Raje Ramrao Mahavidyalaya, (here in after refereed as party No.2 for the convenience) with an address of Jath, Taluka Jath, District Sangli (Pin code 416 404) also referred to as collectively "the Parties."

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WHEREAS, the Parties desire to enter into an agreement to Skill Development Program. NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to SKILL Development Program.
2. Whereas the **Party No.1 is Authorised Training Provider** of the National Skill Development Centre Scheme Runed by Government. Where by The Party No 1 is Authorised to provide Various Courses of skill Development to the eligible Pupils without charging any Fees.
3. Whereas the **Party No.2 is Training Centre.**
4. Whereas the Party No.1 & Party No.2 with mutual agreement in Order to achieve the purpose and scope of this agreement and in order to make available facilities to the eligible pupils to avail the benefit skill development program scheme launched by government, Parties have decided to conduct the courses of skill development as authorised by the government to Party No 1 in the institution of Party No. 2.
5. The program conducted under Skill Development program will help participants with learning.
6. Rights & Responsibilities of Parties:
 - (a) The Party No.1 has to provide skill development courses without charging any fees to the eligible pupils of the party No.2's Institution Pupils as well as to the other eligible pupils and reimbursement of said facility from the government if any.
 - (b) The Party No 1 has to make available instruments as per government norms as well as other required to smooth conduct courses.
 - (c) The Party No. 1 has responsibility to complete the courses of skill development which they have started with the permission of government from time to time without any excuses and party No.2 have no any responsibility in respect of conduct of said courses.
 - (d) The Part No.1 has to bear the all charges of Skill Development Program registration fees, advertisement of the said scheme if any.

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(e) The Party No.1 has to Pay Party No 2 Yearly Sum of **Rupees of Rs.50,000/- (Fifty thousand only)** towards Maintenance Charges of the Premises used by Party No.1 including electricity bill for purpose of carrying out the program of skill development except that, the party No.2 will not charge any kinds of cost on the party No.1. After the expire of period of three year the party No.2 have a right to decide about continuation of said MOU.

(f) The party No.2 has no any objection over the amount of reimbursement which will be paid by the government on the account of Party No.1.

(g) The party No.2 has no any right over the amount of reimbursement which will be received on the account of Vivekanand Institute of Information Technology from the government to the party no 1.

(h) The Party No.2 has to provide to Party No.1 Classroom and Practical Lab as per availability.

(i) The Party No.2 has to provide and authorised to Party No.1 to use Copy of Light Bill & Photographs of college premises in order to get permission from the government. And further authorised to enter and inspect the premises if any by the government authorised officer or its representative.

(j) The Party No.2 has to issue circular in their college to make known to its students further has to collect their required documents and made available same to the parties of No.1 and further Party No.1 is hereby undertake that they will not misused of said documents provided by the Party No.2 .

(k) The Party No.1 is hereby authorise to affix their banner or board in the conspicuous part of institution.

7. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related Skill Development program.



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8. Objectives. The Parties agrees as follows:

- (a) The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
- (b) It is not the intent of this MOU to restrict the Parties to this agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
- (c) The Parties shall mutually contribute and take part in any and all phases of the planning and development of SKILL Development Program. to the fullest extent possible.
- (d) This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
- (e) The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain.

9. Term. This Agreement shall commence upon the effective date, as stated above, and will continue until desire of Parties.

10. Termination. This Agreement may be terminated at any time by either Party upon 90 days written notice to the other Party. Though the parties have terminated this agreement by issuing notices in that event, the courses which have at that time granted by the government, that courses have to be completed without any excuses.

11. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

12. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.



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13. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

14. Severability. In the event any provision of this agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the agreement and all other provisions should continue in full force and effect as valid and enforceable.

15. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

16. Entire agreement. The Parties acknowledge and agree that this agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:



UJ Bobade
.....
Mrs. Ujjwala Jotiram Bobade
Director, Vivekanand Institute
of Information Technology.

S. S. Patil
.....
Dr. S. S. Patil, Principal,
Raje Ramrao Mahavidyalaya
Jath, Dist. Sangli.



Signature and Seal

Date: 05/02/2024

Place: Jath, Dist. Sangli.

Witness:

Signature

1. *Mahananda Gangaram Mali*
.....

Mali
.....

2. *Dr. Shivaji Rauba Kulkarni*
.....

Dr. Shivaji
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