

20-06-2020

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

KHANDESH COLLEGE EDUCATION SOCIETY'S
COLLEGE OF EDUCATION AND PHYSICAL EDUCATION,
M. J. COLLEGE CAMPUS, JILHA PETH,
JALGAON, MAHARASHTRA

AND

DHANAJI NANA CHAUDHARI VIDYA PRABODHINI'S
SHIRISH MADHUKARRAO CHAUDHARI COLLEGE
JALGAON, MAHARASHTRA

FOR

TEACHER ORIENTATION, SPORTS COACHING, JOINT ORGANIZATION OF
SPORTS AND SOCIAL ACTIVITIES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 8th June, Two Thousand and Sixteen (08-06-2020), by and between

Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon, 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

Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon, the second party, and represented herein by its **Director of Physical Education and Sports**, (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 Teacher Education Institution named:
- a. **Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon.**
- 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 co-operate and focus their efforts on co-operation within area of teacher orientation, sports coaching, joint organization of sports and social activities.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. **Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon**, the Second Party is engaged in teacher orientation, sports coaching, organization of sports and social activities in the fields of sports and related fields.
- F. **Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon**, the Second Party is operated by **Dr. R. B. Waghulade** as Principal.
- G. **Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon** is a leading college in Khandesh region with lots of facilities related to sports and fitness.

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. 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 **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 in the field of sports.
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.
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

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 in the field of sports.
2. **Training & Visits:** Interaction between parties 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 various events and also involve in Training Programs. The training and exposure especially in the field of sports 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/Competition Sites for the hands-on training of the Faculty and Students enrolled with the First Party.
3. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of sports.
4. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies especially in the field of sports in order to bridge the skill gap and make them industry ready.
5. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture's especially in the field of sports to the students of the First Party on the technology trends and in house requirements.
6. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training especially in the field of sports as per the requirement considering the national standards in concerned sector, if available.
7. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
8. There is no financial commitment on the part of the **Khandesh College Education Society's College of Education and Physical Education, Jalgaon**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
INTELLECTUAL PROPERTY

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**

1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon**, 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 **Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
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**

1. It is expressly agreed that **First Party** and **Second Party** 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 **Jalgaon**.

AGREED:

For Khandesh College Education Society's
College of Education and Physical Education,
Jalgaon


Authorized Signatory



PRINCIPAL
K.C.E. Society's
College of Education and
Physical Education, Jalgaon


For Dhanaji Nana Chaudhari Vidya Prabodhini's
Shirish Madhukarrao Chaudhari College, Jalgaon

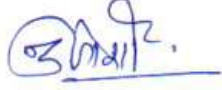

Authorized Signatory
PRINCIPAL




Dhanaji Nana Chaudhari Vidya Prabodhini's,
Shirish Madhukarrao Chaudhari College,
Jalgaon

Particulars	First Party	Second Party
Name And Address	Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon.	Dhanaji Nana Chaudhari Vidya Prabodhini's Shirish Madhukarrao Chaudhari College, Jalgaon
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Witness 1: 
Prof. Parvin D. Kolhe

Witness 2: 
Prof. Nilesh D. Joshi

Witness 3: 
Dr. P.R. Chaudhari

Witness 4: 
Dr. Sandeep S. Joshi