



महाराष्ट्र MAHARASHTRA

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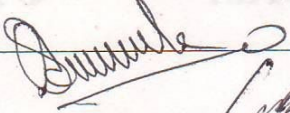
ST 321660

TREASURY OFFICE NASIK
20 JUN 2018
STPHC ATO

MEMORANDUM OF UNDERSTANDING
(MoU)



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

दस्ताचा प्रकार/अनुच्छेद	कंपनी करार
दस्त नोंदणी करणार आहात का?	—
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	—
मिळकतीचे वर्णन	
मोबदला रक्कम	
मुद्रांक विकत घेणाराचे नाव	सध्याही कॉर्पोरेशन प्रोड्यूसर डे.लि. माहिडी गा. विंडोरी जि. नाशिक
दुसऱ्या पक्षकाराचे नाव	
हस्ते असल्यास त्याचा नाव व पत्ता	समाधान रवने नाशिक
मुद्रांक शुल्क रक्कम	१०० ₹ (१००००)
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	८९६० - २८१६/१२
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	संजय मुरकुटे गांगुर्डे (मुद्रांक विक्रेता) (परवाना क्र. ८३/२००९) गुरुकृपा, शिवाजी रोड, सीबीएस, नाशिक



MEMORANDUM OF UNDERSTANDING
BETWEEN

MVP Samaj's KRT Arts, BH Commerce & AM Science College,
Gangapur Road Nashik

&

Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police
Head Quarter, Adgaon, Nashik, Maharashtra 422003

FOR

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

WHEREAS:

- A) First Party is a higher educational institution named MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road, 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 enter into this MOU for mutual interests.
- E) Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Agriculture Processing & Export of Agricultural Commodities and related fields.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 04th day of -July- Two Thousand and Eighteen (04/07/2018), by and between

MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road, Nashik represented herein by its Dr.V.B. Gaikwad (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

Sahyadri Farmer Producer Co. Ltd having registered office at Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003, the Second Party, and represented herein by its Mr. Vilas Vishnu Shinde, Chairman & MD (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: MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road, 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) Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Agriculture Processing & Export of Agricultural Commodities* and related fields

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- F) Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003, the Second Party is promoted by Mr. Vilas Vishnu Shinde, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003

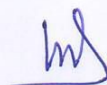
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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.
- 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.


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CLAUSE 2

SCOPE

- 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) **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.
- 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 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.
- 4) **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Farmer Producer Organization.
- 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.
- 6) **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements if required.
- 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.

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- 8) **Placement of Trained Students:** Second Party will not have any responsibility for placement of students.
- 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.
- 10) The financial commitment on the part of the **MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road Nashik** will be discussed separately and separate agreement will be made for that purpose.

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

- 1) This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Sahyadri Farmer Producer Co. Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Sahyadri Farmer Producer Co. Ltd**, 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 or trademark in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other

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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.

- 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 **Nashik**.

AGREED:

For, MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road, Nashik. 422002.

For, Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003

Authorized Signatory

Dr. V. B. Gaikwad
(Principal)
K.R.T. Arts, B.H. Commerce & A.M. Science College, Nashik-2



Authorized Signatory

Mr. Vilas Vishnu Shinde
(Chairman)



Name of Institution MVP Samaj's KRT Arts, BH Commerce & AM Science College, Gangapur Road, Nashik 422002	Name of Industry Sahyadri Farmer Producer Co. Ltd, Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003
Address: Gangapur Road, Shivajinagar, Nashik 422002	Address : Survey No. 1102/8, Behind Police Head Quarter, Adgaon, Nashik, Maharashtra 422003
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Witness 1:
Dr.Smt.B.D. Patil
Head, Dept. of Economics

[Handwritten signature]

Witness 2:
S.R.Pagar

[Handwritten signature]

MAHARASHTRA

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ST 321540

REVENUE OFFICE NASHIK
70 JUN 2014
STATE OF MAHARASHTRA

MEMORANDUM OF UNDERSTANDING
(MoU)



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