

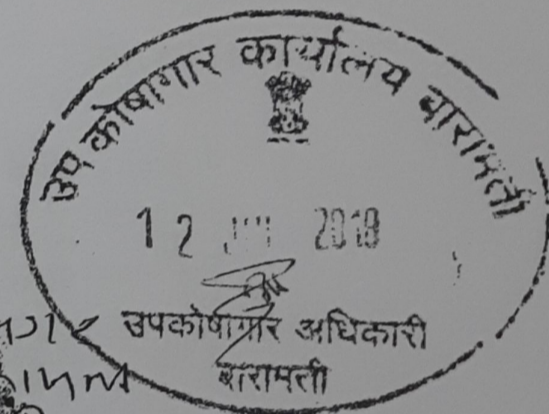


महाराष्ट्र MAHARASHTRA

2018

TM 610249

अनुक्रमांक 2402 दिनांक 20/01/2018 रविवार 12/01/2018
 मुद्रांक-क्षोणत्वा कारणान्नाठी वापरान्नाची आहे करारपत्र
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 पत्ता 210 वा रायम



Shardabai Pawar
 श्री. ग. क. जवंजळ
 स्वाक्षरी

मुद्रांक विक्रेता घरवाना क्रमांक-2203009
 पत्ता - बारामती धरवान्याची मुदत 29/3/2018

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

ADT's Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar, Baramati, Maharashtra, INDIA

&

Balkumari College, Narayangarh, Chitwan, Nepal

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS AND PROGRAMMES IN ACADEMICS



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 20th day of July 2018 Two Thousand and Eighteen (20/07/2018), by and between first party, ADT's Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar, Malegaon Bk., Baramati, Pin-413115. **The First Party** represented herein by Prof. R. B. Deshmukh, Incharge Principal, ADT's Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar (hereinafter referred as 'First Party').

AND

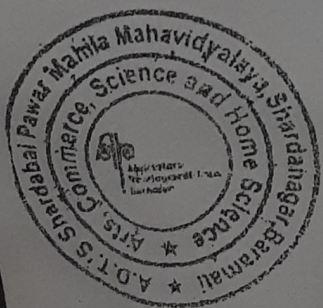
Balkumari College, Narayangarh, Chitwan, Nepal, **the Second Party**, and represented herein by Principal, Shiva Prasad Poudel (hereinafter referred to as "Second Party").

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) Both parties are Higher Educational Institutions named:
- (i) ADT's Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar, Baramati, Maharashtra, INDIA
 - (ii) Balkumari College, Narayangarh, Chitwan, Nepal
- 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 and Related programmes in Academics.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

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

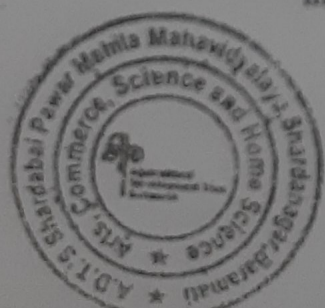


CLAUSE 1
CO-OPERATION

- 1.1 Both Parties are associated 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 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 General terms of association 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 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.
- 2.2 **Curriculum Design:** Both parties will give valuable inputs in teaching / training methodology and suitably customize the curriculum so that the students fit into the academic and 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; both the



parties will permit the Faculty and Students to visit companies nearby. 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. Both parties will provide its Labs / Workshops / Industrial Sites for the hands-on training of the students enrolled.

- 2.4 **Skill Development Programs:** Both parties agree to train the students on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Both parties to extend the necessary support to deliver guest lecturers to the students of both parties on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Both parties to train the Faculties for imparting training as per the academic and industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 There is no financial commitment on both to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.10 **Student and Faculty exchange program :** Both parties agree for the student and faculty exchange programme for trainings and lectures. The travelling expenses from the native place to the other party will be beared by the respective institution, whereas the lodging and boarding shall be incurred by the host institute.



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.

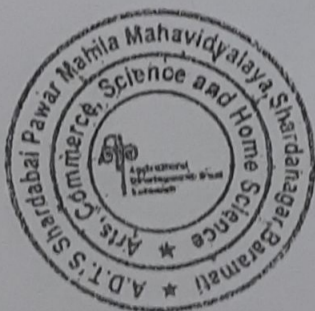
CLAUSE 4
VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 4.2 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

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent institutes, 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.

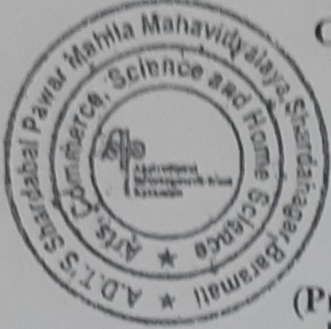
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the existing rules.



AGREED:

First Party

ADT's Shardabai Pawar Mahila
Arts, Commerce and Science
College, Shardanagar, Baramati,
Maharashtra, INDIA



(Prin. R. B. Deshmukh)
Incharge Principal
Authorized Signatory
Shardabai Pawar Mahila College
Shardanagar, Malegaon Bk.,
Tal. Baramati, Dist. Pune

Second Party

Balkumari College, Narayangarh,
Chitwan, Nepal

(Prin. Shiva Prasad Poudel)
Authorized Signatory

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|--|--|
| ADT's Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar Affiliated to SPPU Id. No. PU/PN/SCS/098/1993/CC No. 236 | Balkumari College, Narayangarh, Chitwan, Nepal |
| Address: Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar, Malegaon (Bk), Tal - Baramati, Dist - Pune, 413115 | Address: Narayangarh, Chitwan, Nepal |
| Contact Details: 02112 - 254250 | Contact Details: +977- 56-521842,533205 +977 - 56 -526527 Fax: +977- 56 - 524700 |
| E-mails: spmm20067@rediffmail.com | E-mails: info@balkumaricollege.edu.np |
| Web: www.shardawomenscollege.org | Web: http://www.balkumaricollege.edu.np |

Witness 1:

Mr. Bharat Khanal .

Witness 3: Dr. S. V. Mahamuni

Witness 2:

Mr. Balanath Sigdel .

Witness 4: Prof. P. V. Jadhav