

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

VIVEKANAND COLLEGE (Autonomous) KOLHAPUR

&

AKHIL BHARTIYA MARATHI CHITRAPAT MAHAMANDAL

FOR

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





अखिल भारतीय मराठी चित्रपट महामंडळ

AKHIL BHARTIYA MARATHI CHITRAPAT MAHAMANDAL

• Affiliated to Film Federation of India

• Established on 09-11-1966

Registered under Public Trust 1950, Reg. No. 127 (Kop.) and under Society Reg. Act. No. Bom / 205 (Kop.)

प्रमुख कार्यालय : ६६० बी वार्ड, श्री गणेश अपार्टमेंट्स, देवल क्लब समोर, खासबाग, कोल्हापूर - ४१६०१२. फोन : ०२३१-२५४२५४०

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 05TH OF – SEPTEMBER – Two Thousand and Eighteen (05-09-2018), by and between

VIVEKANAND COLLEGE, KOLHAPUR, THE FIRST PARTY represented herein by its Name of Competent Authority / Representative (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

AKHIL BHARTIYA MARATHI CHITRAPAT MAHAMANDAL THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Name of Competent Authority / Representative, (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')



मुंबई शाखा कार्यालय : रवींद्र नाट्यमंदिर, मागील बाजू, पहिला मजला, प्रभादेवी, मुंबई - ४०००२५. फोन : ०२२ - २४३०८८७६ / २२६५८५३४

पुणे शाखा कार्यालय : ऑफिस नं. ४ प्रेंडसे भवन हुसरा मजला, दुर्वाकुर डायनिंग हॉल समोर, सदाशिव पेठ, टिळक रोड, पुणे - ४११०३०. फोन : ०२०-२४३३८४४८

नाशिक विभागीय कार्यालय : चित्रतिर्थ २०४, शालिमार प्लाझा, शालिमार चौक, नाशिक - ४२२७०१. फोन नं. ०२५३ - ६०६६३३३

औरंगाबाद विभागीय कार्यालय : लाभ चेंबर्स, शॉप नं. १०८, रेल्वे स्टेशन रोड, औरंगाबाद, ४३१००१.

E-mail : chitrapatmahamandal@gmail.com

Website : www.chitrapatmahamandal.com

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) VIVEKANAND COLLEGE, KOLHAPUR
- 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) **Akhil Bhartiya Marathi Chitrapat Mahamandal** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **- Film Industry** and related fields
- F) **Akhil Bhartiya Marathi Chitrapat Mahamandal** , the Second Party's Address is 660 B,Shri Ganesh Apt .Khasbag ,Kolhapur.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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 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.
- 1.2 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.
- 1.3 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

- 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:** 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.
- 2.3 **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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **FILM INDUSTRY, ACTIVITIES AND SERVICES - - .**
- 2.5 **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.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **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.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 15% of the students.

The Second Party will itself absorb at least 15 percentage of the trained students.



- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the **VIVEKANAND COLLEGE KOLHAPUR**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

**CLAUSE 3
INTELLECTUAL PROPERTY**

- 3.1 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**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, **Akhil Bhartiya Marathi Chitrapat Mahamandal**, 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 **Akhil Bhartiya Marathi Chitrapat Mahamandal**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 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 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 Kolhapur.


AGREED:

For **VIVEKANAND COLLEGE, KOLHAPUR**

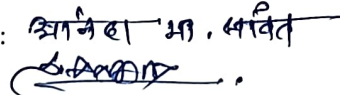
For
**AKHIL BHARTIYA MARATHI
CHITRAPAT MAHAMANDAL**


Authorized Signatory
Principal
Vivekanand College

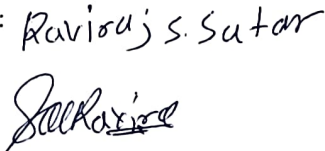


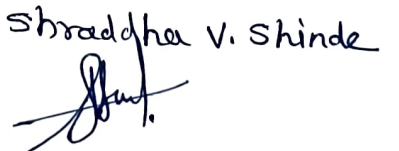

Authorized Signatory
Vice President
Akhil Bhartiya Marathi Chitrapat Mahamandal

Vivekanand College, Kolhapur	Akhil Bhartiya Marathi Chitrapat Mahamandal, Kolhapur.
Address: 2130, E, Tarabai Park, Kolhapur.	Address: 660 B, Shri Ganesh Apt. Khasbag, Kolhapur.
Contact Details: (0231) 2658840	Contact Details: (0231) 2542540
E-mails: info@vivekanandcollege.org	E-mails:
Web: www.vivekanandcollege.org	Web:

Witness 1: 

Witness 2:  Satish V. Upalavikar.

Witness 3:  Ravindra S. Sutar

Witness 4:  Shradha V. Shinde