

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)

&

KRAZY KREATION ANIMATION INSTITUTE, SATARA.

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAINING,
RELATED SERVICES**



रजि. नं.:महा./१५९०५/सातारा

आराध्या शिक्षण संस्थेचे,

स्थापना: २०१६

Krazy Creations Technical Institute

मयुर चॅम्बर, पहिला मजला, वाय. सी. कॉलेज समोर, सातारा. फोन.: 9960125123, 9561193501

Ref:

Date: / /20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this day of 17th Dec. 2021, by and between

VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS) 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

KRAZY KREATION ANIMATION INSTITUTE, SATARA. 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')

WHEREAS:

- A) 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- C) 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 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 Animation:** First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Skill Development Programs:** First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

CLAUSE 3
TERMS AND CONDITIONS

3.1 After completing the admission process of these students as per the terms and conditions of the university and college, the students will be able to complete the planned course of the college on time. For this, it will be necessary to fulfill the required class work, homework and projects etc. according to the subject. Only after this can students give theoretical and practical exams. The practical examination will be conducted at **KRAZY KREATION ANIMATION INSTITUTE, SATARA** under the supervision of **VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)**. Care will be taken to ensure that there are no errors or omissions

Theoretical examination will be conducted under the supervision of our teachers at **LAL BAHADUR SHASTRI COLLEGE, SATARA**. The above terms have been agreed upon in consultation with the directors of **KRAZY KREATION ANIMATION INSTITUTE, SATARA**.

3.2 According to the University and College Terms and Conditions Students must pay at least 70% of the annual fee at the time of admission and the remaining fees must be paid before the first-semester examination. Students will not be able to appear for the exam if the fees are not paid within the given time

CLAUSE 4
INTELLECTUAL PROPERTY

4.1 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, copyrights, and designs) of the other Party.

CLAUSE 5
VALIDITY

5.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU

5.2 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 6
RELATIONSHIP BETWEEN THE PARTIES

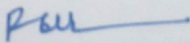
6.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations 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.

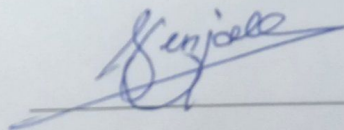
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kolhapur.

AGREED:

For **VIVEKANAND COLLEGE,
KOLHAPUR (AUTONOMOUS)**

For **KRAZY KREATION
ANIMATION INSTITUTE, SATARA**





The Principal
(Dr. R. R. Kumbhar)

The Directory
(Sandeep Kedale)

PRINCIPAL
Vivekanand College
Kolhapur



VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)	KRAZY KREATION ANIMATION INSTITUTE, SATARA
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E-mails: info@vivekanandcollege.org	E-mails: contact@krazykreation.com
Web: www.vivekanandcollege.org	Web: www.krazykreation.com

Joshi

Witness 1: **Nodal Officer**
B.Voc. & Community College Unit
Vivekanand College, Kolhapur

Witness 2:

श्री. किशोर शं. करडे *ari-mas*

Witness 3: *M. Mahesh*

Mahesh B. Mahi

Witness 4

Swarnil Gaddekar *Swarnil*