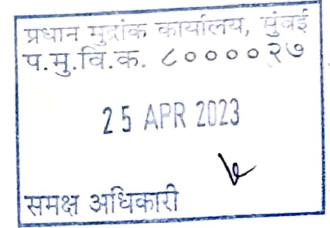


महाराष्ट्र MAHARASHTRA

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#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this day of 27th April 2023, by and between

**VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS) THE FIRST PARTY** represented herein by its Principal, Vivekanad College, Kolhapur (AUTONOMOUS) (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**

**Le Mark School of Art, Mumbai (a venture of Saffron Earth Pvt. Ltd.) THE SECOND PARTY**, and represented herein by its Director - Mr. Sagar Shah, (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')

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Vivekanand College  
Kolhapur



**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 the 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 HERETO AGREE AS FOLLOWS:**

**CLAUSE 1  
CO-OPERATION**

- 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.
- First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 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**

- 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.
- **Curriculum:** 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 through offline / online mode.



  
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- **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 through offline / online mode
- Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- Students exchange, the students of Vivekanand College will be allowed to visit & attend workshop/training sessions at Le Mark school of Art upon availability and mutual agreement
- Le Mark School of Art will provide opportunities of Internship / Project – Participation of industry work to students of Vivekanand College upon availability and mutual agreement
- Collaborative projects will be undertaken as discussed and agreed upon from time to time during the progress of the course and agreed mutually.

### CLAUSE 3

#### Roles & Responsibilities

Both the parties hereby agree to conduct Vocational Educational Programme initiated by UGC, on the following terms and conditions:

**Le Mark School of Art** agrees and undertakes that it shall register with **Vivekanand College, Kolhapur** for conduct of training modules under the Vocational Courses (B.Voc. in Photography & Videography, B.Voc. in Graphic Design & B.Voc. in Animation & Film Making) and shall perform following functions:

- Announce the schedule of modules for the calendar year.
- Counselling of students for the modules.
- Conduct the modular training.
- Le Mark shall enrol students in their desired courses at Vivekanand College.
- Le Mark shall not charge/collect any extra fees from the student on the University fee account.
- Maintain, through liaison with industries, detail student wise record of work done in the industry, attendance and performance records, as may be specified by Vivekanand College, Kolhapur (Autonomous) from time to time and make these available for inspection whenever so required by the university.

The First Party agrees that the following responsibilities shall be undertaken

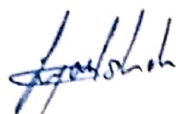
- Plan the Vocational Education Program(s) to be offered in the Academic Year concerned and inform Le Mark about the same at least three months prior to the date of commencement of the Program (s).
- Announce and inform through its prospectus and information on its Web site, the Vocational Education Program (s) it plans to offer in the Academic Year concerned for the information of the prospective students.



- Follow the admission norms of UGC and the State Govt concerned. The admission shall be made strictly on the merits. Vivekanand College will have their right to collect Fee from the students towards
  1. Registration
  2. Course/ Skill conduct
  3. Examination
  4. Tuition Fee
- Send Level wise and Sector-wise lists of students registered for Vocational Education Programme(s) in the Sectors.
- Upon the successful completion of the Curriculum, Vivekanand College, Kolhapur (Autonomous) will conduct the examination as per schedule declared by exam cell and assess the students of Le Mark School of Art exams Practical, Projects
- Wherever such provisions are made as the case may be, College Skill Council will award a Level / Degree Certificate to the student who has successfully completed both the Academic and the Vocational/Skill portions of the particular Level
- Maintain a record of the registered students and Certificates issued and share the same with Le Mark
- The Level wise Fee to be charged by Vivekanand College, Kolhapur (Autonomous) will be informed to the Le Mark School of Art before the student registration for the Programme

#### CLAUSE 4 TERMS AND CONDITIONS

- 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 student can give theoretical and practical exams. The practical examination will be conducted at **LE MARK SCHOOL OF ART, ANDHERI** under the supervision of **VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)**. Care will be taken to ensure that there are no errors or omissions & Practices.
- Theoretical examination will be conducted under the supervision of our teachers of **VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)** at Vashi, Mumbai Center of the parent institute. The above terms have been agreed upon in consultation with the directors of **LE MARK SCHOOL OF ART, MUMBAI**.
- According to the University and College Terms and Conditions Students must pay full payment i.e. 100% of the annual fee at the time of admission. Student have to pay all the Examination fees on the time as per schedule provided by the Examination cell of autonomous college.
- In case student is unable to attend the examination either theory or practical etc. the college will not take any responsibility of such student regarding the re-examination for that session in the same semester.



  
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Kolhapur



**CLAUSE 5  
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, copyrights, and designs) of the other Party.

**CLAUSE 6  
VALIDITY**

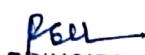
- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period both the parties, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the both the parties after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU
- Both Parties may terminate this MOU upon 90 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations towards the students who have already enrolled in the course.

**CLAUSE 7  
ARBITRATION**

- Any dispute or difference arising out of or in connection with this Agreement shall be resolved by mutual negotiations by and between nominated representatives of both the parties and their joint decision shall be binding on all the concerned. Both the parties shall nominate only persons who are authorized to take decisions. If the dispute is not resolved between the representatives of both the parties, the same shall be referred to higher authority of both the parties of Mumbai & Kolhapur.

<b>VIVEKANAND COLLEGE, KOLHAPUR (AUTONOMOUS)</b>	<b>LE MARK SCHOOL OF ART, MUMBAI</b>
Address: 2130, E, Tarabai Park, Kolhapur.	Address: 401, 4th floor, Jyoti chambers, Hirachand Desai Road, Ghatkopar West, Mumbai - 400086.
Contact Details: (0231-2658612)	Contact Details: +91 8082885885
E-mail: info@vivekanandcollege.org	E-mail: info@lemarkedu.com
Web: www.vivekanandcollege.org	Web: www.lemarkinstitute.com



  
PRINCIPAL  
Vivekanand College  
Kolhapur

Authorised Signatory:

Name - Dr. R. R. Kumbhar  
Designation - PRINCIPAL  
Vivekanand College, Kolhapur



Name - Sagar Shah  
Designation - Director  
Le Mark School of Art, Mumbai



Witness:

Name - Dr. Shruti Joshi  
Designation - Nodal Officer  
Vivekanand College, Kolhapur

Name - Samira Shah  
Designation - Director  
Le Mark School of Art, Mumbai