

MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING

Mr. Vidy Prasarni Sabhas Arts, Science & Commerce College Lonavla, Maharashtra 410401 referred to as Party 'A'

BETWEEN

Represented by: Dr.C.A. Bhagat

AND

Mrs. ASM Group of Institutes, MIDC, Block 'C', Chinchwad, Pune Maharashtra 411019, referred to as Party 'B'

ASM Group of Institutes

Represented by: Dr.Sandeep Sane

WHEREAS -

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VIDYA PRASARINI SABHAS ARTS, SCIENCE & COMMERCE COLLEGE

- B) Both Parties to benefit from better collaboration and cooperation between themselves will promote more integration of each other resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and **FOR** their efforts on cooperation within areas 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) ASM Group of Institutes, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of - Education
- F) ACM Group of Institutes, the Second Party is engaged in providing various Group Activities and services to the students.

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, RELATED SERVICES

NOW THEREFORE, IN CONSIDERATION OF THE AGREEMENTS SET FORTH
IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING

Both Parties are bound by common interests and objectives and they shall pursue common goals in the field of education, research, training and other activities undertaken by the institution and its related wings.

M/s. Vidya Prasarini Sabhas Arts, Science & Commerce College Lonavla, Maval, Maharashtra 410401 referred to as Party 'A'

Represented by: **Dr.C.A. Bhagat**

First Party and Second Party cooperation will facilitate effective utilization of the AND

Intellectual capabilities of the faculty of First Party providing significant inputs to

M/s. ASM Group of Institutes, MIDC, Block 'C', Chinchwad, Pune Maharashtra 411019, referred to as Party 'B'

Represented by: **Dr.Sandeep Sane**

Cooperation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical,

WHEREAS: into all relevant agreements, deeds and documents (the "Definitive Documents") as may be required to give effect to the actions contemplated in

- A) Vidya Prasarini Sabhas Arts, Science & Commerce College
- 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) ASM Group of Institutes, the Second Party is engaged in , Skill Development, Education and R&D Services in the fields of – ***Education***
- F) ASM Group of Institutes, the Second Party is promoted by **promoter name** Group; Address and background of the Institute.

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

Training & Visiting Institution interaction will give an insight in to the latest developments in education industries ; the Second Party to permit the Faculty and Students of the First Party to visit its group of institution and also involve in Training Programs for the First Party. The 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 for the hands-on training of the

**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 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 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.

Training & Visits: Institution interaction will give an insight in to the latest developments in education industries ; the Second Party to permit the Faculty and Students of the First Party to visit its group of institution and also involve in Training Programs for the First Party. The 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 for the hands-on training of the

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.

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.

3.1 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 be that of principal and contractor. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

There is no financial commitment on the part of the ASM Group of Institutes, 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period ASM Group of Institutes, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of ASM Group of Institutes, the Second Party after 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 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

Witness 1

Witness 2

Witness 3

MEMORANDUM OF UNDERSTANDING
(MOU)

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

AGREED:

For

Authorized Signatory

For

Authorized Signatory

| | |
|-------------------------------------|---------------------------------------|
| COLLEGE OF ARTS, SCIENCE & COMMERCE | Service Rd, NIDA, PIMPRI COLONY |
| Address | Vidy Prasarini Sabha's |
| Contact Details | College Of Arts, Science and Commerce |
| E-mails | Lonavla 410 401. Dist. Pune |
| Web | Vps.bcabcs@gmail.com |
| | PIMPRI, CHINCHWAD PIN 411019 |
| | Prof. Radha Mahatme |
| | 98 22316485 |
| | radhamahatme@aeemedu.org |
| | asimgroup.edu.in |

Witness 1:

Witness 2:

Witness 3:

Witness 4:

Mr. Vidya Prasarni Sabhas Arts & Science College, Loniwala, Mumbai,
Maharashtra 410031 referred to as Party 'A'

BETWEEN

Represented by: Dr.C.A. Bhagat

AND

Ms. ASM Group of Institutes, BIPC, Block 10, Chinchwad, Pune Maharashtra 411019,
referred to as Party 'B'

ASM Group of Institutes

Represented by: Dr. Sandeep Sare

WHEREAS,

&

VIDYA PRASARINI SABHAS ARTS, SCIENCE & COMMERCE COLLEGE

- (i) The First Party is a well known educational institution in the field of education. The Second Party will provide more effective use of each of their resources, and provide each of them with enhanced opportunities.
- (ii) The Parties intent to cooperate and pool their efforts on cooperation within the field of Skill Based Training, Education and Research.
- (iii) Both Parties being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- (iv) ASM Group of Institutes, the Second Party is engaged in Skill Development, Education and R&D Services in the field of Education.

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, RELATED SERVICES**

NOW THEREFORE, IN PURSUANCE OF THE PURPOSES AS SET FORTH
IN THIS MOU, THE PARTIES HEREBY AGREE AS FOLLOWS: