

# **MEMORANDUM OF UNDERSTANDING (MoU)**

BETWEEN

**Department of Physics**  
**ARTS, COMMERCE AND SCIENCE COLLEGE**  
KIRAN NAGAR, AMRAVATI – 444606  
Phone: 0721-2540793 Fax : 0721-2540793

AND

**Victor Tutorials Pvt. Ltd.**  
Head Office: Victor, Kharadi, Pune  
CIN: U74999MH2016PTC283235, Registration Number: 283235

FOR

**EXTENDED LEARNING AND TELE-PLATFORMS  
REQUIRED FOR COURSES UNDER THE DEPARTMENT OF PHYSICS**



महाराष्ट्र MAHARASHTRA

2017

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~~वाटिकी प्रोपर्टी~~  
~~रुक्मिणी~~



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as the 'MoU') is on the Twenty Fifth day of August Two Thousand and Nineteen (25-08-2019) entered into through legal procedure on Twenty Fifth day of August Two Thousand and Nineteen (25-08-2019), which is entitled as ASSOCIATION FOR EXTENDED LEARNING REQUIRED FOR UNDER GRADUATE STUDENTS by and between

Department of Physics, Arts, Commerce & Science College, Kiran Nagar, Amravati - 444606, through Principal hereinafter referred to as 'First Party' signed by Principal of the College.

AND

Victor Tutorial Pvt. Ltd., Head Office: Victor, Kharadi, Pune and Branched at Main Road, Rukhmini Nagar, Amravati - 444606 signed by local Authority hereinafter referred to as "Second Party".

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

WHEREAS:

- A) First Party is a Department of Higher Educational Institution under purview and in affiliation with Sant Gadgebaba Amravati University named:  
**Department of Physics, ARTS, COMMERCE, & SCIENCE COLLEGE, KIRAN NAGAR, AMRAVATI, (MAHARASHTRA) 444606**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective interaction 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 Scientific Learning, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- E) **Victor Tutorials Pvt. Ltd.**, the Second Party is engaged in the work and commitments related to the development through formal education of the people especially students and College students particularly in related fields.
- F) **Victor Tutorials Pvt. Ltd.**, the Second Party is promoted under Company Registration Act 1960 of which the governing body is of two Directors and addressed at Parag Township, Krushak Colony, Post Office: Rukhmini Nagar, Amravati – 444606 and for e-communication through victortutorials@gmail.com and Corporate Head Office: Victor, Kharadi, Pune with CIN: U74999MH2016PTC283235, Registration Number: 283235.

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 learning systems, keeping in mind the needs of 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 Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their learning sense and knowledge.
- 2.2 Second Party will give valuable inputs to the First Party in developing learning sense and suitably customize the part of curriculum so that the students fit into the science attitude meaningfully as well as ability of objective thinking and work.
- 2.3 For association to build confidence and prepare the students to have a smooth transition from academic to working career. The First Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First / Second Party.
- 2.4 Both Parties have agreed to carry out the joint research activities in the fields of Science and in the field of social aspects essential for human endeavor.



- 2.5 Guest Lectures / series may be organized by First / Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the current trends and in house requirements.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.
- 2.7 There is no financial commitment on the part of the Name of institution, the First Party to take up any programme of which the general sense is mentioned in the MoU. If there is any financial consideration, it will be dealt through proper process and also separately.
- 2.8 This MoU doesn't stand as participation in private coaching classes except e-platforms.

### 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.
- 3.2 Teachers and staff both-way will be allowed to conduct Guest Lectures and events of mutual benefits in particular community in general.

### CLAUSE 4

#### VALIDITY

- 4.1 This MoU /Agreement will be valid until it is expressly terminated by either Parties on mutually agreed terms i.e. till breach of draft or till any point related to validation of the clauses.
- 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.
- 4.3 Validity as set on the date of signing this MoU has no expiry except the clause 4.2.

### 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 consent of the other Party or any kind of timely objections raised. 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 Amravati.

AGREED:

Principal

(For Department of Physics)

Arts, Commerce & Science College

Address: Kiran Nagar, Amravati

444606

E-mails:

physicsnarsammacollege@gmail.com,

principal@narsammaacsc.org,

aubaipevee@gmail.com

Principal

Arts, Commerce & Science College

Kiran Nagar, AMRAVATI.

For Victor Tutorials Pvt. Ltd.

Branch-Manager

Branch: Main Road, Rukhmini

Nagar, Amravati - 444606

Address : Head Office: Victor,

Kharadi, Pune

E-mails:

victortutorials@gmail.com

Witness 1:

Witness 2:

MoU between Department of Physics, ACS College & Victor Tutorials Pvt. Ltd., Page 4 of FOUR