

Memorandum of Understanding

Between

ARTS, COMMERCE AND SCIENCE COLLEGE, KIRANNAGAR, AMRAVATI

&

Mahindra Pride School

For training students under CSR's Youth Employability Initiative

This Memorandum of Understanding is made at Amravati on 25 day of February 2019.

**BETWEEN**

**Arts, Commerce And Science College, Kiran Nagar, Amravati.**

Hereinafter referred to as "**Arts, Commerce And Science College, Kiran Nagar, Amravati.** (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part,**

**AND**

**Naandi Foundation**, a Public Charitable Trust incorporated under the Indian Trusts Act, having its registered office at 502, Trendset Towers, Road No 2 , Banjara Hills, Hyderabad – 500 034, Telangana, India represented through its authorized signatory (herein after referred to as MPC which expression shall mean and include its heirs, successors, executors, administrator, authorized representatives and permitted assigns) of the **Second Part.** The **Mahindra Pride School** is a flagship Corporate Social Responsibility Livelihood program of the Mahindra group and is fully implemented by Naandi Foundation.

**WHEREAS:**

1. **Arts, Commerce And Science College, Kiran Nagar, Amravati** is affiliated to **Sant Gadge Baba Amravati University** offers Degree programmes in the various fields of Arts Commerce and Science like B.A., B.Com, B.Sc. and Post Degree programmes like M.Sc. etc.
2. MPC is a Training Partner for providing training to the students under the CSR initiative of the Mahindra Group
3. **Arts, Commerce and Science College, Kiran Nagar, Amravati** is willing to enter into a Memorandum of Understanding (MOU) with MPC to train its students under the aforesaid CSR Initiative Program that will train and make the students employable.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. Objective:**

The objective of this MOU is to train the students under the CSR-Initiative program, (hereinafter referred to as the "Training Program") to be conducted at **Arts, Commerce And Science College, Kiran Nagar, Amravati**, premises. The training program is a MPC funded program for the social cause.

**2. Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Three years from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

### 3. Roles & Responsibilities of Arts, Commerce And Science College, Kiran

#### Nagar, Amravati :

- a. **Arts, Commerce And Science College, Kiran Nagar, Amravati**, shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the Training Program. The person so appointed would act as the single point of contact (SPOC) for the proposed Programme.
- b. It would be the responsibility of **Arts, Commerce and Science College, Kiran Nagar, Amravati**, to ensure that proper publicity of the Program is made through College website.
- c. To encourage the Students to register for the Program by informing them about the benefits of the program.
- d. To make available the infrastructure (including IT infrastructure, applications and connectivity) required for conduct of the Training Program. The infrastructure requirements such as LCD projectors, classrooms, computer labs, PC with internet connectivity, etc., are provided by **Arts, Commerce and Science College, Kiran Nagar, Amravati**, based upon the availability of resources.
- e. To provide all the support services and facilities to MPC during the conduct of the said Training Program.
- f. To coordinate with MPC and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by MPC, as per schedule communicated by MPC.
- g. **Arts, Commerce and Science College, Kiran Nagar, Amravati**, will have the absolute right to dismiss a candidate if the candidate does not align with rules and regulation of the institution, and of the state.

#### 4. Roles & Responsibilities of MPC

- a. MPC shall be responsible to provide the training as per Training Program requirements and curriculum for delivery.
- b. MPC will provide suitable faculties for conducting the training exclusive for classroom training.
- c. MPC will arrange for assessment of its own and also arrange external assessment as required.



## 5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. Batch Size: The batch size would need to be a minimum of 40 students depends on the class strength in branch wise.
- b. Each student would be made available for the Training Program for specified number of hours per day for the entire duration of the Training Program.
- c. The students enrolled should complete the training as scheduled.
- d. Attendance will be responsibility of **Arts, Commerce And Science College, Kiran Nagar, Amravati**.
- e. Program Coordinator to be appointed by college
- f. Training & Placement Officer's active support and participation is required for smooth & efficient conduct of the program

## 6. Commercial:

This Training Program is free of cost. MPC shall not charge any fees on whatsoever account/name from the students or **Arts, Commerce And Science College, Kiran Nagar, Amravati**. for conducting the aforesaid training program.

## 7. Certification:

Certificates shall be awarded by MPC to the students on successful completion of the training and clearing of the assessment held post completion of the training program,

## 8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by either party.

## 9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default or non-adherence is not rectified within such 30 days.
- b. Both parties also agree and undertake that despite any termination of the MOU, the progress of the ongoing Training Programs would continue without any hindrance and would be progressed for completion.

#### **10. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

#### **11. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

#### **12. Confidential Information:**

- a. Both parties under take to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance here under, save that which is in consequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek altimely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.



- d. Both parties agree not to deal directly or entertain to any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

### **13. Force Majeure:**

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.


### **14. Jurisdiction and Arbitration:**

- a. In the event of any dispute or difference between the Parties hereto, the courts in Chennai alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Chennai, TamilNadu,.

- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Chennai India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written


For Arts, Commerce and Science College,  
Kiran Nagar, Amravati.

  
(Authorized Signatory)  
Name: Dr. Rajesh S. Chandanpat  
Designation: Principal  
Place: Arts Comm. & Sci. College Kiran Nagar  
Date: Amravati  
Stamp: 25/02/2019

Principal  
Arts, Commerce & Science College  
Kiran Nagar, AMRAVATI.



For Mahindra Pride Classroom

  
(Authorized Signatory)  
Name: SEEMA BHAGWAT  
Designation: STATE HEAD-MAHARASHTRA  
Place: PUNE  
Date: 25th Feb, 2019  
Stamp: