

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**SKILLSHIP FOUNDATION (SKILLSHIP FOUNDATION IS
A SECTION 8 COMPANY)**

**201, Skillship foundation, Raghav apartment, Front first floor,
Reshimbagh square, Umrer road, Nagpur 440009**

&



VAAGDEVI ENGINEERING COLLEGE

**Bollikunta, Khammam Road, Warangal Urban
Telangana State, INDIA**

FOR

ENTREPRENEURSHIP DEVELOPMENT, TRAININGS & PLACEMENTS.

MEMORANDUM OF UNDERSTANDING

BETWEEN

VAAGDEVI ENGINEERING COLLEGE

AND

Skillship Foundation

THE AGREEMENT

This AGREEMENT made and entered into **23-January-2020** between **M/s. Vaagdevi Engineering College**, located at **Bollikunta, Warangal**. (hereinafter referred to as the "INSTITUTION" which expression shall where the context so admits include its successors and permitted assigns) of one part

And

SKILLSHIP FOUNDATION - is a section-8 Non-Profit Organization incorporated under Government of India under the Indian Companies Act, 2013 and having its Registered Office at 24, Durga Nagar Pardi Bhandara Road Nagpur, Maharashtra-440035 (hereinafter referred to as "ASSOCIATE" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

The agreement is operated through The Principal of The INSTITUTION and Director of The ASSOCIATE. This proposal can be started at **M/s. Vaagdevi Engineering College, & Skillship Foundation, Nagpur** initially, which shall be emulated at other colleges.

SCOPE

WHEREAS The ASSOCIATE is engaged in providing training, skill development, and consultation and has strength in development and delivery, innovations and technology trainings etc. particularly in the areas of IT and CS and has approached The INSTITUTION to establish and effective relationship in the larger interest of the sector

and

WHEREAS the INSTITUTION is a premier professional college, devoted to the advancement of Science and Technology in Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

Objectives

Design, develop and deliver programmes ensuring required quality in ICT domain which in turn will lead to professional courses as per the industry requirements and making aspirants employable.

To be quality skill enhancement partner and projects integrator for corporate and government agencies.

Faculty Development Programmes (FDP) for institutions and skill training partners

Working closely with industry for establishing the curriculum as per its requirements and also with academic in order to enhance the quality of Technical and Engineering education in the country.

Enhancing skills of students/aspirants through internship and industrial training.

Role of the INSTITUTION

The INSTITUTION shall provide the available infrastructure & basic amenities such as electricity, water, etc.; suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATE in the scope.

The INSTITUTION shall help to develop market through its existing established network and would support in marketing exercise with the permission of management body of the INSTITUTE.

The INSTITUTION shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MOU.

The INSTITUTION shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.

The INSTITUTION shall provide accommodation and travelling expenses for free training and workshop if INSTITUTION is out of Nagpur, Maharashtra.

Role of the ASSOCIATE

The ASSOCIATE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The INSTITUTION. It shall accordingly design and deliver various programmes within the overall scope of MOU.

The quality delivery is the responsibility of The ASSOCIATE and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the INSTITUTION.

The ASSOCIATE shall design, develop and provide practical training to the students.

The ASSOCIATE shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

The ASSOCIATE shall provide free 1-3 days workshop as per company norms to students and staff of the INSTITUTE.

The ASSOCIATE shall provide 4-6 months internship programs to the students of INSTITUTION Paid or Unpaid.

Joint Responsibilities

Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.

Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.

Technical workshops/ promotional workshops within the scope of the MOU.

Assessment of the courses shall be carried out jointly by both the parties.

ASSOCIATE shall provide internship to the students for their academic career to fulfill university curriculum either in campus of INSTITUTE or in ASSOCIATE premises.

Financial Agreement

Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly by The Institution with **skillship foundation**

Institute will decide whether the fees decided by the ASSOCIATE shall be collected from the students or not.

Before training 50% payment shall be advanced by INSTITUTION, then ASSOCIATE can start training.

Direct Marketing Cost (say advertisements in newspapers, arranging an event at the INSTITUTION) shall be shared, after confirmation by both parties in the ratio of 50:50.

The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE and vice-versa.

Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of One Year. It shall automatically be renewed for next one year until & unless discontinued by either party.

The INSTITUTION has the right to terminate the agreement for non-performance of the ASSOCIATE, based on half yearly detailed reviews.

In case the ASSOCIATE intend to terminate the contract, it shall communicate the INSTITUTION six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is an obligation of the ASSOCIATE to make it successful.

General Provisions

Both the Parties have full power and authority to enter into this MOU and take any action execute any documents required by the terms hereof; and that this MOU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation, enforceable in accordance with the terms hereof; and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.

This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.

The ASSOCIATE & The INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

The ASSOCIATE shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards.

Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MOU.

Both parties shall promote the arrangement and courses through respective websites

Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

Arbitration

In the event of a dispute between the ASSOCIATE and The INSTITUTION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.

In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act, arbitrator charges shall be paid by individual party.

Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Maharashtra, India. Jurisdiction shall be Court of Nagpur Maharashtra.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

Confidentiality

The INSTITUTION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the ASSOCIATE and cannot be used for at least two years from the date of termination / completion. The INSTITUTION shall not be liable for any suit on account of demands for infringement of copyright etc. by the ASSOCIATE which has no nexus with the objective of the MOU.

This agreement is valid for a period of one year from the date of disclosure/approval, each party agrees to consider as confidential all information disclosed by both parties and will be extended thereafter on mutual consent.

In witness whereof, the two parties have signed this memorandum of understanding by both parties on date, month and year referred above.

AGREE:



The Associate
(authorized Signatory)



The Institution
(authorized Signatory)



FOR SKILLSHIP FOUNDATION

Mr. Sachin Pandey
Founder & CEO
Skillship Foundation

Nagpur , MOB- 9112373208

**VAAGDEVI ENGINEERING
COLLEGE**

Dr. P. Prasad Rao

PRINCIPAL
Vaagdevi Engineering College,
Warangal, Telangana-506 005.

The ASSOCIATE	The INSTITUTION
Skillship Foundation	VAAGDEVI ENGINEERING COLLEGE
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