

MORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**SVKM'S NARSEE MONJEE COLLEGE OF COMMERCE AND ECONOMICS
(AUTONOMOUS)**

&



BOMBAY INDUSTRIES ASSOCIATION

BOMBAY INDUSTRIES ASSOCIATION

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES, CONSULTANCY AND OTHER RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 12th January, Two Thousand and Twenty Three (12.01.2023), by and between

SVKM's Narsee Monjee College of Commerce and Economics (Autonomous), Swami Bhaktivedant Marg, Bhagubhai Mafatlal Polytechnic Complex, opp. Cooper Hospital, Vile Parle West, Mumbai, Maharashtra 400056, the first Party represented herein by its Principal, Dr. Parag Ajagaonkar (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

Bombay Industries Association, Sahakar Bhavan, LBS Marg, Narayan Nagar, Ghatkopar West, Mumbai, Maharashtra 400086, the Second Party, and represented herein by Mr. Ashish Gandhi, President (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') as

WHEREAS:

A. First Party is a Higher Educational Institution named:

SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)

- 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. **Bombay Industries Association**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the MSME sectors and related fields
- F. Bombay Industries Association, the Second Party is presided by Mr. Ashish Gandhi, President, Bombay Industries Association, Sahakar Bhavan, LBS Marg, Narayan Nagar, Ghatkopar West, Mumbai 400 086 representing Small, Medium Scale and Large-Scale Industries consisting of cross section of industries including engineering, electronics, plastics, textiles,

leather, rubber, pharmaceuticals, metal, packaging, chemicals, etc.

G. Many Industrial and trade associations are affiliated to BIA.

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

CLAUSE 1

COOPERATION

- 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 teaching / training systems, keeping in mind the needs of the industry, 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 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.
- 2.2 **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.

- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial 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 / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research, Development and Consultancy:** Both Parties have agreed to carry out the research and development activities in the fields of Business Policy and Administration (Commerce and Finance). The staff of Narsee Monjee College can also provide Consultancy to members of BIA on terms and conditions as may be specified from time to time. If the Industry does any exclusive/specific research, then that Industry/company shall have its complete Intellectual property rights.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies to bridge the skill gap and make them industry ready. If the student is working on special skill development program for a particular required Industry/company, then it shall be the copy right of that Industry/company throughout.
- 2.6 **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.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 25 students every academic year. The Second Party will itself absorb at least 10 of the trained students every academic year.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **SVKM'S Narsee**

Monjee College of Commerce and Economics (Autonomous), the First Party to take up any program 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, except specifically mentioned in clause 2.4 and 2.5.
- 3.2 The student will have to execute a Non-Disclosure and Non-Competing Understanding.

CLAUSE 4

VALIDITY

- 1.1 This Agreement will be valid for 02 years, during which period Bombay Industries Association, the Second Party, will take effective steps for implementation of this MOU. Any act on the part of Bombay Industries Association, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 1.2 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. The effect of termination shall in no way affect the students who are enrolled for internships.
- 1.3 There will not be any liability towards either party of whatsoever nature under this agreement.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that SVKM'S Narsee Monjee College of Commerce and Economics (Autonomous), the First Party and Bombay Industries Association, the 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.

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 Mumbai.

AGREED:

Second Party

First Party

For **SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)** For **Bombay Industries Association**


Dr. Parag Ajagaonkar,
Principal
Authorized Signatory


Mr. Ashish Gandhi,
President
Authorized Signatory

Name of Institution: SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)	Name of Industry: Bombay Industries Association
Address: Swami Bhaktivedant marg, Bhagubai Mafatlal complex, opp. Cooper hospital, Vile Parle west, Mumbai 400056	Address: Sahakar Bhavan, LBS Marg, Narayan Nagar, Ghatkopar West, Mumbai 400086
Contact Details: 022 4233 8000	Contact Details 022 2516 9663
E-mails: parag.ajgaonkar@nmcce.ac.in	E-mails: bia.ind.assn@gmail.com
Web: www.nmcollege.in	Web: www.biaindia.org

Witness 1:



Dr. Nirmala Chavan
Vice-Principal,
SVKM's Narsee Monjee College of
Commerce and Economics (Autonomous)

Witness 2:



Mr. Hitesh Shetty
Vice-President, BIA

Witness 3:



Prof. Heena Bhuva
Programme Coordinator-
Bachelor of Management Studies,
SVKM's Narsee Monjee College of
Commerce and Economics (Autonomous)

Witness 4:



Mr. Hitesh Shah
Vice-President-Elect, BIA