

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



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

&



KHADI AND VILLAGE INDUSTRIES COMMISSION
Ministry of Micro, Small & Medium Enterprises, Government of India

FOR

**EXTENSION ACTIVITY , SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, INTERNSHIP , 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 4th May 2022 (FOUR MAY TWO ZERO TWO TWO), 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

Directorate of Marketing, Khadi & Village Industries Commission (KVIC), Ministry of Micro , Small & Medium Enterprises, Government of India , Gramodaya , 3 Irla Road , Vile Parle west Mumbai 400056 , the Second Party, and ~~represented~~ herein by Mr. Sanjeev Poswal Director (Marketing), (here in after 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. Second party is a statutory body established by Act of Parliament named: **Khadi & Village Industries Commission** is charged with the planning, promotion, organisation and implementation of programs for the development of Khadi and other village industries in the rural areas in coordination with other agencies engaged in rural development.
- C. 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.
- D. The Parties intent to cooperate and focus their efforts on cooperation within , the areas of Extension Activity, Skill Based Training, Education, Consultancy and Research.
- E. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests that benefits student community by enhancing their skills and knowledge w.r.t. Marketing of KVIC related products and imbibing work etiquette among them.
- F. KVIC the Second Party is presided by Director (Marketing)
- G. 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 of student development , 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. Both the Parties shall keep each other informed we can decide on the mode and frequency of passing information of potential opportunities and shall share all information that may be relevant, to the best of their respective understanding and knowledge, to secure additional opportunities for one another.
- 1.2 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 both 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 specially for the course in Marketing covered at the T.Y.B.Com. Semester V or any other course therein for commerce graduates at the graduation or post-graduation level.
- 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 conducted by 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 at a reasonable/nominal charge which maybe mutually agreed upon by both the parties in future or at free of cost or at an amount which is equal to the cost of providing such facilities/amenities incurred by the Second Party.

- 2.4 **Research, Development and Consultancy:** The staff of the First party can also provide Consultancy to members of KVIC on terms and conditions as may be specified from time to time. If any party conducts any exclusive/specific research, the party conducting such research shall have the full rights over the intellectual property generated out of such research.
- 2.5 **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. 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. The Social Outreach and Extension Section/Wing of the First party shall promote the sale of KVIC products among and beyond the college premises.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on Export trade, technology trends and in house requirements or any other topic in the purview of MSME.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement in concerned sector, if available.
- 2.8 **Internship:** Second Party will actively engage to help the delivery of the training of students (not more then 25) of the First Party through internships of at least 150 hours for each intern in any academic year with no monetary compensation to the students. However documents to certify for the internship is expected from the second party like Letter of Appointment, Letter of Completion and Confidential Report about the student performance which shall be an acknowledgement of the student learning with second party.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programme on the terms specified herein
- 2.10 There is no financial commitment on the part of the First party The First Party may take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 The APY project learners or any student taking up Marketing course shall promote the sale of KVIC products within the institute or beyond . The sale proceed from the sale shall be deposited as per the norms specified by KVIC in their respective account and subsequently bill shall be issued to the customer provided by the second party to the first party. The First party shall provide with the subsequent infrastructure and logistic for the same.

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 of the First party will have to execute a Non-Disclosure and Non-Competing Undertaking.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid for a period of 02 years starting from the day of signing this MOU till April 2024, during which period KVIC, the Second Party, will take effective steps for implementation of this MOU. Any act on the part of KVIC, the Second Party after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.

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 that they are bound to under this MOU before the date of termination.

The effect of termination shall in no way affect the students of the First Party who are enrolled for internships.

4.3 There will not be any liability, monetary or non-monetary, towards either parties of whatsoever nature under this MOU.

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 Khadi and Village Industries Commission , 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:

First Party

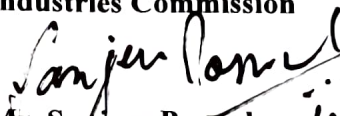
For SVKM's Narsee Monjee College of
Commerce and Economics(Autonomous)


Dr. Parag Ajgaonkar,
Principal
Authorized Signatory



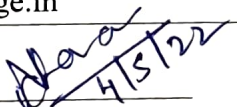
Second Party


For Khadi & Village
Industries Commission

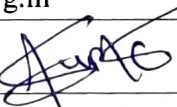

Mr. Sanjeev Poswal
Director (Marketing)
Authorized Signatory

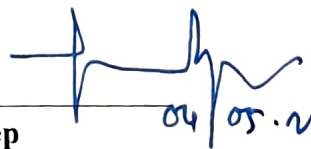


Name of Institution: SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)	Name of Industry: Directorate of Marketing Khadi & Village Industries Commission
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Contact Details: 022 4233 8000	Contact Details 022 26716680
E-mails: parag.ajgaonkar@nmcce.ac.in	E-mails: mkting.kvic@gov.in
Web: www.nmcollege.in	Web: www.kvic.org.in

Witness 1: 
Dr. Nirmala Chavan
Vice-Principal,
SVKM's Narsee Monjee College of
Commerce and Economics (Autonomous)

Witness 3: 
Dr. Rekha Arvind Katheeth
Asst. Prof Department of Commerce
Convenor NM-DLLE
SVKM's Narsee Monjee College of
Commerce and Economics (Autonomous)

Witness 2: 
Mr. Arvind Kumar Gupta
Asst. Director – Marketing
Manager: (KGBM), KVIC

Witness 4: 
Mr. R. Pradeep
Asst. Director – Marketing
KVIC, Mumbai-56