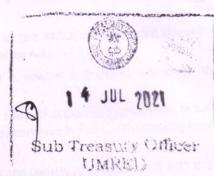


महाराष्ट्र MAHARASHTRA

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## MEMORANDUM OF UNDERSTANDING

This MOU is executed by **College of International Management, India**, a company incorporated In 2004, having its registered office at 1<sup>st</sup> wing, Rai Gulmohar, Near Teka Naka, Kamptee Road, Nagpur - 440026 through its authorized representative Dr. Akhil Agrawal, Aged- 51 years, President of the Society, hereinafter referred to as the "Training Provider" (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns)

AND

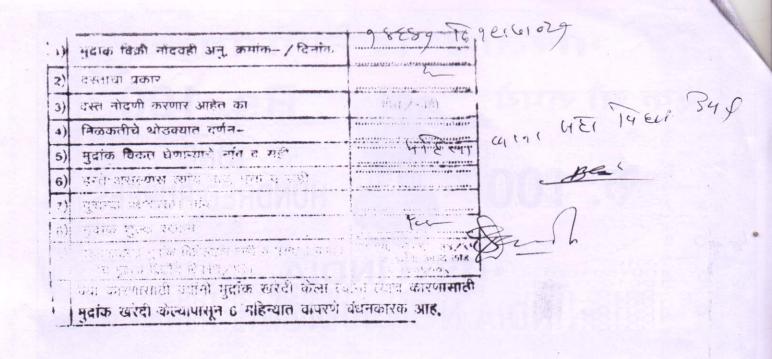
MAHILA KALA MAHAVIDYALAYA, UMRED a company/ firm/ institution having its registered office at MANGALWARI PETH, MAHILA KALA MAHAVIDYALAYA, UMRED

, through its authorized representative **DR. SHYAM PUNDE** S/o **BHOJRAJ PUNDE**, Aged **60** years, designation-**PRINCIPAL**, hereinafter referred to as the "Facilitator for Skill Development program (PMKVY)" (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns).

It has been decided between the parties to this agreement that the Training Provider shall provide support to overall management t of the vocational/skill training / Govt. portal handing and Facilitator shall provide trainers, necessary infrastructure facilities to impart training to candidates.

Now this agreement is made this 8 day of 8 2021 at witnesses as under.

**SCOPE:** It is hereby clarified between the parties to this agreement that Training Provider is not giving any license or sub-franchise to the Facilitator and any such interpretation by the Facilitator shall not be valid and the Facilitator will not represent itself/himself to be a licensor or sub-franchise of Training Provider anywhere



DISTRIBUTION OF UNDERSTANDING

This table is executed by College of Informational Management, India, a comment incomposited by configure regiment office at 1 along the Colmoder, Near Telo Rule, Kamptee Road, Mappy -440036 in its noticed of destruction of the Society, hereins that are to as one to be society involute. (which exercises shall onless requirement to the confect or manifest to as one to be seen and mature to inquirement on the confect or manifest as start meets to assert the seen and mature is inquirement, heirs requirements, administrators executors.

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in respect of any support being provided by them under this agreement. This is a memorandum of understanding for First Line Facilitator for training program.

It is further agreed that this agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.

The Training Provider and the Facilitator hereby agree to associate themselves towards delivering services as per the scope defined below:

That the Facilitator will provide infrastructure facilities and on job training to the registered trainees .

Training Provider will provide over all Management to run the scheme ,Technical support and handle Government State/ center Portal to registered candidates and other works related to software.

The Training Provider and Facilitator are entering into this memorandum of understanding for the purpose of vocational/skill training under state Government portal /Skill India Portal of NSDC.

Government Registration charges of State/ Central Government portal will be bear by Training Provider. Facilitator will never claim any charges/.fee/ fund /royalty to Training Provider.

Training Provider will prior inform batch start date ,Assessment date to the Facilitator. Facilitator will cooperate to run the scheme successfully and will not deny to run the batches by Training Provider after signing this MOU.

NON DISCLOSURE: During the term of this MOU, College of International Management, India and MAHILA KALA MAHAVIDYALAYA, UMRED will be bound by Confidentiality and Non - Disclosure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal.

**LIABILITY:** To the extent not otherwise stated in applicable terms and conditions, none of the parties should be liable for consequential damages such as lost profit.

DISPUTES: Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian arbitration Act.

**AMENDMENT:** This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

**PARTIAL INVALIDITY:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

**GOVERNING LAW:** This MOU will in all respects be governed by and construed in accordance with the laws of India. Notwithstanding anything contained in this agreement, the terms and conditions as agreed will not have an overriding effect over and above guidelines of State Govt /NSDC/SSC/ Skill India Portal under, Govt. of India.

IN WITNESS WHEREOF College of International Management, India and MAHILA KALA MAHAVIDYALAYA, UMRED each has caused this MOU to be executed on its behalf, as of date first written above.

IN WITNESS WHERE OF the parties hereto have executed these presents the day and year herein above written.

WITNESSES:
O1.\_\_\_\_\_\_ For M/s. College of International Management, India

Signature:

Name: Dr. Akhil Agrawal
Designation: President

For M/s.

IQAC CO-ORDINATOR
MAHILA KALA MAHAVIDYALAYA

Signature:

Name: Designation: Principal Mahila Kala Mahavidyalaya