

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**LATE KU. DURGA K. BANMERU SCIENCE COLLEGE,
LONAR, DIST. BULDHANA. 443302.**

AND

**R K PAINTS INDUSTRY
NEAR DIWANI COURT HIRDAV ROAD, LONAR
DIST. BULDHANA PIN-443302**

FOR

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

First Party


R K PAINTS INDUSTRY
HIRDAV ROAD, LONAR
Second Party **R. KALE**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 30 DAY OF Sept – Two Thousand and Twenty (30/09/2020), by and between

LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR, THE FIRST PARTY represented herein by its **Dr. Prakash K. Banmeru** (here in after 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

R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302, and represented herein by its Managing Director, (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:

(I) **LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR**

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) **R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R & D Services in the fields of **R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302, MAHARASHTRA** and related fields.

F) **R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302, MAHARASHTRA**, the Second Party is promoted by **MR. TUSHAR B. KALE & Group, Lonar.**

First Party
Late Ku. Durga K. Banmeru
Science College, Lonar

R K PAINTS INDUSTRY
HIRDAV ROAD, LONAR
PROP. TUSHAR B. KALE
Second Party

- 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 and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Tourism and Hospitality.
 - 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.
 - 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 80% of the students. The Second Party will itself absorb at least 25% of the trained students.
 - 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
 - 2.10 There is no financial commitment on the part of the **LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

First Party

Late Ku Durga K. Banmeru
Science College Lonar

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Second Party

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.

CLAUSE 4


VALIDITY


- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302, MAHARASHTRA**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part **R K PAINTS INDUSTRY NEAR DIWANI COURT HIRDAV ROAD, LONAR DIST. BULDHANA PIN-443302, MAHARASHTRA**, 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.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **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.


30/7/2020
First Party


R K PAINTS INDUSTRY
HIRDAV ROAD, LONAR
Second Party
PROP. TUSHAR R. KALE

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 **Lonar**.


AGREED:

For,

LATE KU. DURGA K. BANMERU
DIST. BULDHANA PIN-443302,
MAHARASHTRA

For

R K PAINTS INDUSTRY
NEAR DIWANI COURT HIRDAV
ROAD, LONAR DIST. BULDHANA
PIN-443302, MAHARASHTRA




Authorized Signatory
Principal
Late Ku Durga K. Banmeru
Science College, Lonar
Dist Buldhana






R K PAINTS INDUSTRY
HIRDAV ROAD, LONAR
PROP. TUSHAR R. KALE
Authorized Signatory


Name of Institution: LATE KU. DURGA K. BANMERU SCIENCE COLLEGE, LONAR	Name of Industry: R K PAINTS INDUSTRY
Address: Loni Road, Lonar, Dist. Buldhana. 443302. M.S.	Address: Near Diwani Court Hirdav Road Lonar Pin 443302 Dist. Buldhana M.S.
Contact Details: (07260) 221315	Contact Details: 9613222271, 9613222272
E-mails: lkdkbscl@rediffmail.com	E-mails: rkpaintsindustries@gmail.com
Web: www.lkdkbanmerucollege.ac.in	

Witness 1: 
(Dr. S. B. Bawle)


Witness 3: 
(Dr. M. R. Bhat)

Witness 2: 
(S. P. Gaikwad)

Witness 4: 
(More S. P.)



First Party
Late Ku Durga K. Banmeru
Science College, Lonar
Dist Buldhana



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HIRDAV ROAD, LONAR
Second Party
PROP. TUSHAR R. KALE