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 **CMCS YAVATMAL**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **SHREEFAL ENTERPRISES, YAVATMAL, YAVATMAL** 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 **CMCS YAVATMAL** and **SHREEFAL ENTERPRISES, YAVATMAL, YAVATMAL** 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.

Principal

Prof. Ritesh D. Chandak
Principal
CMCS, Yavatmal

First Party

श्रीफळ एन्टरप्राईझेस
येरावार मार्केट चौक

Mr. Dhiraj R. Mankar
Partner
Shreefal Enterprises, Yavatmal,

Second 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 **YAVATMAL**

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

CLAUSE 1 CO-OPERATION

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 Second 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 entrepreneurial mindset which help student to decided entrepreneurship as a career choice keeping in mind the needs of the educational institute, the first 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 / post graduates from the institutions could play a key role in economic development of the country through establishing enterprises. 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 designing teaching / training methodology and suitably customize the curriculum so that the students fit into the current entrepreneurial scenario meaningfully.

2.3 **Entrepreneurship Training & Visits:** Entrepreneurship training followed by industry visits will give an insight in to the latest developments / requirements of startups / enterprise setup. The entrepreneurship training and exposure provided to students

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1ST -day of AUGUST2019, for organizing the entrepreneurship development activities by and between

COLLEGE OF MANAGEMENT AND COMPUTER SCIENCE, 13/4 Behind Naringe Nagar, Dhamanagaon Road, Yavatmal represented herein by its **PRINCIPAL** (hereinafter referred as **'INSTITUTE'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

SHREEFAL ENTERPRISES, YAVATMAL, DATTA CHOWK, YAVATMAL 445001 the Second Party, and represented herein by its **Mr. Dhiraj R. Mankar** Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", organization 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:

COLLEGE OF MANAGEMENT AND COMPUTER SCIENCE, YAVATMAL

B) **CMCS YAVATMAL & SHREEFAL ENTERPRISES, YAVATMAL,** 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 Entrepreneurship Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **SHREEFAL ENTERPRISES, YAVATMAL,** the Second Party is a MARKETING institution belonging to the people, working for the people and being administered by the people.

F) SHREEFAL ENTERPRISES, YAVATMAL, and PIN: - 445001the Second Party is promoted by SHREEFAL ENTERPRISES, YAVATMAL.

and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to entrepreneurial career. The First Party will provide its Labs & training halls for the hands-on training of the learners enrolled with the Second Party.

2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Entrepreneurship.**

2.5 **Entrepreneurship Development Programs:** Second Party to conduct training programme for the students of First Party on entrepreneurship development in order to disseminate the information and make students attitude to go for entrepreneurship as a career choice.

2.6 **Entrepreneurship Awareness Programme:** Second Party to extend the necessary support to conduct entrepreneurship awareness programme to the students of the First Party on emerging trends in entrepreneurship.

2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training on entrepreneurship development.

2.8 **Post Training support to Trained Students:** Second Party will help actively for starting enterprise to the students of First party in terms of Business Plan Preparation, Marketing support, financial support from financial institutions, Design Support, Support for trial production, etc.

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 **CMCS**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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.

AGREED:

College of Management and
Computer Science, Yavatmal

Principal
CMCS Yavatmal

Shreefal Enterprises, Yavatmal,

श्रीफळ एन्टरप्राईझेस
येरावार मार्केट दत्त चौक

Authorized Signatory

College of Management and Computer Science, Yavatmal	SHREEFAL ENTERPRISES, YAVATMAL, YAVATMAL
13/4 Behind Naringe Nagar, Dhamanagaon road, Yavatmal	Datta Chowk, Yavatmal
Contact Details: Mob. No.9405392530 Phone: 07232-255575	Contact Details: Mob. No. 7774053993
E-mails: ritesh.chandak01@gmail.com	-
Web: www.cmcs.hjes.in	-

Witness1:

Witness2:

Witness3:

Witness4: