

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**PANDIT DEENDAYAL UPADHYAYA EDUCATION SOCIETY'S
SHRI SANT SAVTA MALI GRAMIN MAHAVIDYALAYA, PHULAMBRI TQ.
PHULAMBRI DIST. AURANGABAD**

&



**R. D. JAISWAL & CO.
CHARTERED ACCOUNTANTS
OFFICE NO.02, PLOT NO-19, PRIDE VISTA, VIDYA NAGAR,
7 HILLS SQAURE, JALNA ROAD, AURANGABAD -431005**

FOR

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

**(Certificate, Diploma Advance Diploma, B.Voc and KAUSHAL for Banking & financial
Services)**

MEMORANDUM OF UNDERSTANDING-

This Memorandum of Understanding (here in after called as the 'MOU') is entered into on this the 15 June DAY OF 2020, by and between

Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad. **THE FIRST PARTY** represented here in by its **DR. SUBHASH RAMKISAN TAKLE**, I representative (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. D. JAISWAL & CO. CHARTERED ACCOUNTANTS, Office No.02, Plot No-19, Pride Vista, Vidya Nagar,7 Hills Sqaure, Jalna Road, Aurangabad -431005 **THE SECOND PARTY**, and represented herein by **Mr. Rushikesh D. Jaiswal (CA)**, (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 here in after jointly referred to as 'Parties' and individually as 'Party') as

WHERE AS:

- First Party is a Higher Educational Institution named:
- Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad.
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- **R. D. JAISWAL & CO. CHARTERED ACCOUNTANTS**, Office No.02, Plot No-19, Pride Vista, Vidya Nagar,7 Hills Sqaure, Jalna Road, Aurangabad -431005 the Second Party is engaged in the profession of Chartered Accountant for providing Services in the area of Auditing, Accounting, Taxation and other legal & taxation compliance services.
- **R. D. JAISWAL & CO. CHARTERED ACCOUNTANTS**, Office No.02, Plot No-19, Pride Vista, Vidya Nagar,7 Hills Sqaure, Jalna Road, Aurangabad -431005 the Second Party is promoted by **CA Rushikesh D. Jaiswal** and services related to Chartered Accountancy.

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PRINCIPAL
Shri Sant Savta Mali Gramin Mahavidyalaya
Phulambri, Tq. Phulambri, Dist. Aurangabad



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

CLAUSE 1: CO-OPERATION

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 Pandit Deendayal Upadhyay Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad 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.

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.

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

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.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching practical accounting (data processing) , taxation and related matters of various industries clients.

Skill Development Programs: Second Party to train the students of First Party on the actual accounting process and basic knowledge about Various Revenue taxes so as to make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the topic of Accounting, Auditing and Taxation related matters.

Signature
PRINCIPAL
Shri Sant Savta Mali Gramin Mahavidyalaya



Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement.

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.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programme on the terms specified herein.

There is no financial commitment on the part of the Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad for 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 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

This Agreement will be valid until it is expressly terminated by Party on mutually agreed terms, during which period **R. D. JAISWAL & CO. CHARTERED ACCOUNTANTS**, Office No.02, Plot No-19, Pride Vista, Vidya Nagar, 7 Hills Sqaure, Jalna Road, Aurangabad -431005 the Second Party will take effective steps for implementation of this MOU. Any act on the **R. D. JAISWAL & CO. CHARTERED ACCOUNTANTS**, Office No.02, Plot No-19, Pride Vista, Vidya Nagar, 7 Hills Sqaure, Jalna Road, Aurangabad -431005 , the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties must discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad and **R. D. JAISWAL & CO. CHARTERED ACCOUNTANTS**, Office No.02, Plot No-19, Pride Vista, Vidya Nagar, 7 Hills Sqaure, Jalna Road, Aurangabad -431005 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

Handwritten signature
PRINCIPAL



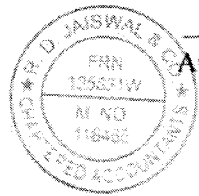
representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party	Second Party
Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad	R. D. JAISWAL & CO. <i>CHARTERED ACCOUNTANTS</i> Office No.02, Plot No-19, Pride Vista, Vidya Nagar, 7 Hills Sqaure, Jalna Road, Aurangabad -431005

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 AURANGABAD City.

AGREED HENCE UNDERSIGNED BY BOTH PARTIES.

SAM
Authorized Signatory
Shri. Sant Savta Mali Gramin Mahavidyalaya
Phulambri, Tq. Phulambri, Dist. Aurangabad



For R. D. JAISWAL & CO.
Chartered Accountants
FRN - 125831W
Authorized Signatory
Ranjit
(Ranjit Kash Jaiswal)
Proprietor
A. No. 118468

Pandit Deendayal Upadhyaya Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri.	R. D. JAISWAL & CO. <i>CHARTERED ACCOUNTANTS</i>
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Witness 3: Harish
Malegaonkar NP
Asst. Prof. - Commerce

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Witness 4: Amir
Amir Wajid