

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**BETWEEN**



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

**&**



**SAI, NATIONAL CENTRE OF EXCELLENCE, DR.  
BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY,  
CAMPUS, AURANGABAD (MAHARASHTRA)**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT,  
R&D SERVICES AND RELATED SERVICES  
(Certificate, Diploma Advance Diploma, B.Voc for Sports, Physical  
Education & Fitness )**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MOU') is entered into on this the 1 J u n e DAY OF 2020, by and between Pandit Deendayal 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**, 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

SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad **THE SECOND PARTY**, and represented herein by **Mr. Virendra Bhandarkar**, Competent Authority II Representative, (here in after referred to as "Second Party", sports unit 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 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 training 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.
- SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad the Second Party is engaged in Sports Training, Physical Fitness, Skill Development in the Fields of Sports of *B. Voc. Sports, Physical Education & Fitness*.
- SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad the Second Party is promoted Dy. Director SAI, Aurangabad training/coaching related to Sports

**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 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 training systems, keeping in mind the needs of the sports management, 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 sports management of sports promotion and skill development. 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 in the field of sports.

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 Sports Management scenario meaningfully.

Sports Management Training & Visits: Sports Institution interaction will give an insight in to the latest developments and requirements of the Sports System; the Second Party to permit the Faculty and Students of the First Party to visit its group in sports institution

Sports Management 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 Fitness Labs, Grounds and Sports Equipments or sports infrastructure for the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Sports, Physical Education and Fitness. SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad 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 ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in-house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the Sports Management requirement considering the National Occupational Standards in concerned sector, if available.

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

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

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 SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad, the Second Party will take effective steps for implementation of this MOU. Any act on the SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad 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

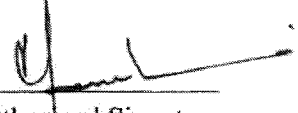
It is expressly agreed that Pandit Deendayal Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad and SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad are acting under this MOU as independent contractors, 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.

First Party	Second Party
Pandit Deendayal Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri, Tq. Phulambri, Dist. Aurangabad	SAI, National Centre of Excellence, Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad

**Agreed hence undersigned by both Parties**



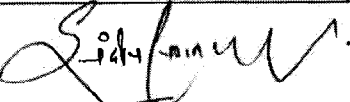
Authorized Signatory  
**PRINCIPAL**  
Shri Sant Savta Mali Gramin Mahavidyalaya,  
Phulambri, Ta. Phulambri, Dist. Aurangabad




Authorized Signatory  
**34-निदेशक**  
**DY. DIRECTOR**  
भारतीय खेल प्राधिकरण  
SPORTS AUTHORITY OF INDIA  
औरंगाबाद (महाराष्ट्र)-४३१००४  
AURANGABAD (MS)-431004

<b>Pandit Deendayal Education Society's Shri Sant Savta Mali Gramin Mahavidyalaya, Phulambri.</b>	<b>SAI, National Centre of Excellence</b>
Phulambri, Tq. Phulambri, Dist. Aurangabad	Dr. Babasaheb Ambedkar Marathwada University, Campus, Aurangabad
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Witness 1:

  
Dr. BhanDEEP JAGTAP  
Director of Phy. Edu.  
Shri Sant Savta Mali Gramin  
Mahavidyalaya.


Witness 3:

  
Mr. DAJARAM KAMBLE  
Sant Savta Mali Gramin  
Mahavidyalaya, Phulambri.

Witness 2:

  
Mr. Kishor KAKDE  
SAI NCOE, AURANGABAD

Witness 4:

  
Mr. Abhishek S. Hajare  
SAI, NCOE, AURANGABAD

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