



महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

श्रीम. एल. एस. सांगळे

This Memorandum of Understanding (MOU) is made and entered into on 7th November 2023 ("Effective Date")

BETWEEN

Maharashtra State Skills University having its office at 1st Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, a Skill University established and governed by the Maharashtra State Skills University Act, 2021 (hereinafter referred to as 'MSSU'), of the **First Part**;

AND

Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Empowered Autonomous Status), founded in 1963 is a Autonomous College registered under the Bombay Public Trust Act 1950 (BO .XXIX0f1950) with Number in the Register of Public Trust: F-30/ (BOM) having its registered office at Opposite Ghatkopar Railway Station, Ghatkopar West, Mumbai 400086, Maharashtra, INDIA (hereinafter referred to as the '**R J College**'), through their authorised signatory which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigned, of the **Second Part**;

MSSU and **R J College** are hereinafter referred individually as 'Party' and collectively as 'Parties'.

जोडपत्र - २ Annexure - II

दस्ताचा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES/NO नोंदणी शाखा
मिलकतीचे वर्ग -	महाराष्ट्र राज्य कौशल्य विद्यापीठ
मुद्रांक विक्रीचे घेण्याची नाव	पहिला मजला, एलिव्हेशन टेक्निकल हायस्कूल, मेट्रो चौक, मुंबई-४००००९.
दुसऱ्या पक्षकाराचे नाव	म.स.स.
हस्ते असल्यास त्याचे मूळ व प्रसा	
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्री नोंद वही अनु. क्रमांक/दिनांक	७४२
मुद्रांक विक्री घेण्याची सही	
मुद्रांक विक्रीच्याची सही	डी. पी. पाटणकर
परवाना क्रमांक : ८००००२४	
मुद्रांक विक्रीचे ठिकाण/पत्ता : दि बांग्से मेट्रोपोलिटन मॅजिस्ट्रेट्स कोर्ट वर असलेल्या एस्प्लेनेड कोर्ट, महापालिका मार्ग, मुंबई - ४०० ००९.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांच्याकडून कोणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

7 NOV 2023

WHEREAS MSSU is established under the provisions of the Maharashtra State Skills University Act, 2021 and is one of the State Skills Universities in India, providing skilling, education, research, incubation and consultancy in various areas of Technology, Science, Humanities and Social Sciences, etc.;

WHEREAS, R J College represents an Autonomous Educational Institute with the main objective to educate and Skill students

AND WHEREAS, R J College is keen to partner with MSSU to train and upskill students and/or existing employees of Teachers to provide relevant candidates to the industry.

THEREFORE, the Parties herein, in accordance with the terms detailed below have agreed to enter into this Memorandum of Understanding.

By this MOU, the Parties hereto have decided to cooperate; collaborate and further agree as under:

1 Objective:

- i. To institutionalise a skill center that focuses on providing specialized training and education to students and professionals in specific skill areas.
- ii. Enhance employability and bridge the gap between academia and industry requirements.
- iii. Facilitate collaboration between the university and the institute in terms of sharing resources, expertise, and infrastructure.
- iv. Establish partnerships with industry stakeholders, including companies, organizations, and employers, to align the skill center's training programs with industry needs and provide students with practical exposure and internships.
- v. Deliver high-quality skill development programs such as faculty development initiatives, training of trainers, curriculum design, and the adoption of modern teaching methodologies and technologies.

2 Roles and responsibilities of MSSU:

- i. Develop the courses and programs for capacity building training and propose them to the appropriate University authorities for approval.
- ii. MSSU shall provide capacity building for faculty of the R J Colleges on skill-based courses.
- iii. Conduct masterclasses/short duration trainings at the R J Colleges on paid basis.
- iv. Conduct examinations and assessment of participants enrolled and provide relevant certification.
- v. Collect the course fee as may be mutually agreed and as per the rules and regulations laid down by MSSU from time to time.

3 Roles and Responsibilities of R J College

- i. Provide inputs on the upgradation of course content from time to time.
- ii. Provide suitable enrollment of students their applications for enrolment into the program.
- iii. Suggest additional faculty/trainers/guest faculty if required by the course/programme, and conduct master classes for students and faculty.
- iv. Provide the infrastructure to conduct the trainings and examination
- v. Identify one Head and one Coordinator for the skill center to be nominated for the program as liason representative between Institute and MSSU for the efficient management of the programs.
- vi. Conduct the activities within the provided timelines provided by MSSU from time to time.

- vii. Provide requisite time slot in the academic calendar to conduct the program in their premises.

4 Joint Responsibilities of MSSU and R J College

- i. The Parties shall create a committee of 4 members which shall comprise:
 - a) 2 members nominated by R J College and
 - b) 2 members nominated by the Hon'ble Vice Chancellor of MSSU
- ii. The committee shall be responsible for reviewing and continuous monitoring of the course and delivery
- iii. The Chair of the Committee shall be nominated by the Hon'ble Vice Chancellor of MSSU.
- iv. The Fee amount and structure for the programs will be decided by the joint committee established hereunder.

5 Relationship between the Parties:

Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.

The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or arrangement with any third party without reference to the other Party. However, each Party will disclose similar agreement or arrangement if entered or done with third party.

6 Consideration:

Both Parties hereby agree that this is a non-financial arrangement between the Parties and neither Party is liable to pay the other or be paid for the activities being carried out under this MOU.

7 Term/Duration and Termination:

This MOU shall come into force on the date of its signing by the authorized representatives of the Parties hereto and shall remain in force for a period of 3 (three) years and thereafter, it may be renewed with mutual consent of the Parties in writing either wholly or partially.

Either Party may terminate this MOU for breach of any terms and conditions of this MOU by giving 30 (thirty) days' prior written notice (subject to completion of course) of its intent to terminate this MOU to the other Party, except that Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

All obligations of the Parties shall deem to continue till the completion of the program/course commenced in event of an earlier termination.

8 Dispute Resolution:

Any difference or dispute arisen between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party.

In event that the dispute is not resolved amicably through negotiations, it shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. MSSU and R J College shall mutually appoint the sole Arbitrator whose decision shall be final in this regard. The place of Arbitration will be Mumbai.

9 Confidentiality:

Each Party agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the disclosing Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on both Parties during the term and for a period of one (1) year after completion or termination of this MOU, regardless of the cause of such termination. Each Party shall understand to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this MOU or any other arrangements made pursuant thereto.

10 Intellectual Property:

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MOU or developed outside the scope of this MOU. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

Each Party may use trademark and device mark of the other Party for the purposes of this MOU with the prior written approval of other Party.

Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the MOU.

The Academic structure, courses and curriculum jointly created under this MoU shall be the Intellectual Property of both the parties.

11 Indemnity

R J College will indemnify and hold MSSU harmless against any claim, action, demand, loss, damage, cost, expense, liability or penalty arising out of any act, failure to act, omission or decision by R J College or employee of R J College or its Member, other than an act of gross or willful negligence by MSSU.

12 Contacts:

Each Party hereby designates and appoints its representative with overall responsibility for implementing this MOU and the representatives are duly authorized to sign the MOU.

Single Point of contact from MSSU will be R. K. Lawande.

Single Point of contact from R J College will be **Dr. Himanshu Dawda** in his/her capacity as **Principal**

13 Notice:

The Parties may, by written notice to the other Party, designate additional or different person as Point of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this MOU.

For R J College

Name: **Dr. Himanshu Dawda**

Designation: **Principal**

Address: Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Empowered Autonomous Status), Opposite Ghatkopar Railway Station, Ghatkopar West, Mumbai 400086, Maharashtra, INDIA

For MSSU

Name: The Registrar

Address: Maharashtra State Skills University, 1st Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001

14 Governing Law and Jurisdiction:

This MOU is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Courts of Mumbai, India.

15 Miscellaneous:

Both the Parties will review the activities on quarterly basis at the place/location agreed mutually.

15.1 Severance: Any provision of this MOU which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MOU shall be construed as if such portion had not been inserted and the remaining provisions of this MOU shall remain in full force and effect.

15.2 Survival : All obligations of the Parties shall be enforceable and legally binding till the completion of the course/program initiated under this MoU past the expiration, termination or completion of the MoU

- 15.3 Force Majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Party shall resume performance as soon as such cause is removed.
- 15.4 Waiver:** Except as otherwise provided in this MOU, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- 15.5 Amendments:** No Party shall be bound by any modification or amendment of this MOU unless such modification or amendment is set forth in a written instrument signed by both the Parties.
- 15.6 No Assignment:** Neither of the Party to this MOU will assign the MOU to any third party without prior written consent of other Party.
- 15.7 Further Acts and Assurances:** Each Party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provision of this MOU and to consummate the transactions contemplated herein.
- 15.8 Entire MOU:** This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

Signed for and on behalf of:

Hindi Vidya Prachar Samiti's
Ramniranjan Jhunjhunwala College of
Arts, Science & Commerce
(Empowered Autonomous Status),



Name: Dr. Himanshu Dawda
Designation: Principal

Signed for and on behalf of:
Maharashtra State Skills University



Dr. (Prof) Apoorva Palkar ~~Vice~~
Vice Chancellor



Dr. Rajendra Talware Registrar
(IC)

Witness 1:



Name: Maj. Pravin G. Nayak

Designation: Vice-Principal

Witness 2:



Name: Dr. Karishma Rajbhar

Designation:

Witness 1:



Name: Rik. Lawande

Designation: Head of Skill Department

Witness 2:



Name: SANDEEP JAIN

Designation: