



महाराष्ट्र MAHARASHTRA
जिल्हा कार्यालय जळगाव
प्रमाणित करण्यात आलेला आहे
14 SEP 2021
मुद्रांक प्रमुख लिपिक जळगाव

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YR 671147

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

KHANDESH COLLEGE EDUCATION SOCIETY'S
COLLEGE OF EDUCATION AND PHYSICAL EDUCATION,
M. J. COLLEGE CAMPUS, JILHA PETH,
JALGAON, MAHARASHTRA

AND

SES'S COLLEGE OF EDUCATION
JALGAON, MAHARASHTRA

FOR

TEACHER ORIENTATION, TEACHER-STUDENT EXCHANGE, SPORTS COACHING,
JOINT ORGANIZATION OF SPORTS AND SOCIAL ACTIVITIES

MEMORANDUM OF UNDERSTANDING

जाडपत्र - २

दस्तावा प्रकार/अनुच्छेद क्रमांक _____

वरत नोंदणी करणार आहेत का? सतिताप्य कामी

नोंदणी होणार असल्यास दुय्यम नियंत्रक कार्यालयाचे नांव _____

मिळकतीचे घर्णन _____

माबदला रक्कम _____

मुद्राक विकत घेणाऱ्याचे नांव व पत्ता प्राचार्य शिक्षणशाळा आणि शास्त्रीशिक शिक्षणशाळा महाविद्यालय, अळगाव

दुराऱ्या पक्षकाराचे नांव _____

हस्ते असल्यास त्यांचे नांव व पत्ता विजय चव्हाण, शा. अळगाव

मुद्रांक शुल्क रक्कम १०००

मुद्रांक विक्री नोंद वही अ. क्र. ६६२१९ दि. १५/०९/२०२१

मुद्राक विकत घेणाऱ्याची श्री. चंद्रकांत आनंदा नन्नवर
सही/हस्ते सही परवाना धारक मुद्राक विक्रेता ला.न.३३/१
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्राक खरेदी कल्याणारून ६ महिन्यात वापरणे बंधन कारक आहे.)

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 15th June, Two Thousand and Twenty (15-06-2020), by and between

Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon, the first party represented herein by its **Principal** (hereinafter 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

SES's College of Education, Jalgaon, the second party, and represented herein by its **Principal/Head of Department**, (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 Teacher Education Institution named:
 - a. **Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon.**
- 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 co-operate and focus their efforts on co-operation within area of teacher orientation, teacher-student exchange, sports coaching, joint organization of sports and social activities.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. **SES's College of Education, Jalgaon**, the Second Party is engaged in teacher education and orientation, organization of social activities in related fields.
- F. **SES's College of Education, Jalgaon**, is a leading college in Khandesh region with lots of facilities related to education.

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. 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 in the field of sports.

2. 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.
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

1. 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 in the field of sports.
2. **Training & Visits:** Interaction between parties 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 various events and also involve in Training Programs. The training and exposure especially in the field of sports 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/Competition Sites for the hands-on training of the Faculty and Students enrolled with the First Party.
3. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of sports.
4. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies especially in the field of sports in order to bridge the skill gap and make them industry ready.
5. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture's especially in the field of sports to the students of the First Party on the technology trends and in house requirements.
6. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training especially in the field of sports as per the requirement considering the national standards in concerned sector, if available.
7. **Teacher-Student Exchange:** Both Parties have agreed to carry out the joint exchange

program in the fields of teacher and student education.

8. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
9. There is no financial commitment on the part of the **Khandesh College Education Society's College of Education and Physical Education, Jalgaon**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

1. Nothing contained in this MOU shall, by express grant, implication, Estoppels 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

1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **SES's College of Education, Jalgaon**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **SES's College of Education, Jalgaon**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
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

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.

(14)


First Party


Acting Principal
Second Party
Sadguru Education Society's
College of Education, Jalgaon

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 **Jalgaon**.

AGREED:

For Khandesh College Education Society's
College of Education and Physical Education,
Jalgaon


Acting Principal
Sadguru Education Society's
College of Education, Jalgaon
For SES's College of Education, Jalgaon





15/6/2020
Authorized Signatory
PRINCIPAL
K.C.E. Society's
College of Education and
Physical Education, Jalgaon


Authorized Signatory

Particulars	First Party	Second Party
Name And Address	Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon.	SES's College of Education, Near Khajamiya Darga , Ganesh Colony , Khajamiya Road Jalgaon
Contact Details	Phone: 0257-2234187	Phone: 0257-2251128
E-mails	coe@kces.in	principalbed@bpedjal.org
Web	coe.kces.in	http://sesbed.org

Witness 1:


Mr. Ketan Popat Chaudhary

Witness 2:


K.S. Pawara

Witness 3:

Witness 4:

(15)



महाराष्ट्र MAHARASHTRA

● 2015 ●

MP 983397



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

KHANDESH COLLEGE EDUCATION SOCIETY'S
COLLEGE OF EDUCATION AND PHYSICAL EDUCATION,
M. J. COLLEGE CAMPUS, JILHA PETH,
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JALGAON, MAHARASHTRA

FOR

TEACHER ORIENTATION, TEACHER-STUDENT EXCHANGE, SPORTS COACHING,
JOINT ORGANIZATION OF SPORTS AND SOCIAL ACTIVITIES

सदर मुद्रांक जिल्हा कोषागार, जळगांव
रोजी
येथून दि.
थिकी/प्रमाणित करण्यात आलेला आहे

मुद्रांक प्रमुख लिपिक
जळगांव
27 AUG 2015

16

जोडपत्र-१

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे _____

प्रतिज्ञापत्रासाठीचे कारण शासकीय कामासाठी

मुद्रांक विकत घेणाऱ्याचे नांव प्रा. कानन पोपट चौधरी

पत्ता के. सी. ई. शिक्षणशास्त्र महाविद्यालय, जळगाव.

मुद्रांक विक्रीबाबतची नोंद वही अ.क्र. ६३२४ दि. १६/०२/२५

मुद्रांक हस्ते विकत घेणाऱ्याचे नांव राजेंद्र नारवडे

पत्ता जळगाव.

PSA

मुद्रांक विकत घेणाऱ्याची

सही/हस्ते सही

उत्पाकांत क्र. वाणी

परवाना कारक मुद्रांक विक्रेता

सहस्रील कार्यालय आधार जळगाव

परवाना क्र. २/१९९०

(या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.)



गोपनीय, आचारिक व सखी कायदा
१९५२
शासक, शासकीय मुद्रांक कार्यालय, मुंबई

मुद्रांक विक्री कार्यालय

२१/०२/२५

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 15th June, Two Thousand and Fifteen (15-06-2015), by and between

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SCOPE OF THE MoU

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imparting training especially in the field of sports as per the requirement considering the national standards in concerned sector, if available.

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CLAUSE 3

INTELLECTUAL PROPERTY

1. Nothing contained in this MOU shall, by express grant, implication, Estoppels 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

1. The validity of this agreement is from academic year 2015-16 to 2019-20.
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

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.

First Party

✓ Second Party
Acting Principal
Sardguru Education Society's
College of Education, Jalgaon

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 **Jalgaon**.

AGREED:

For Khandesh College Education Society's
College of Education and Physical Education,
Jalgaon



Maul
15/6/2015
Authorized Signatory
PRINCIPAL
K.C.E. Society's
College of Education and
Physical Education, Jalgaon

For SES's College of Education, Jalgaon

Authorized Signatory
Rebat

Acting Principal
Sadguru Education Society's
College of Education, Jalgaon

Particulars	First Party	Second Party
Name And Address	Khandesh College Education Society's College of Education and Physical Education, M. J. College Campus, Jilha Peth, Jalgaon.	SES's College of Education, Near Khajamiya Darga , Ganesh Colony , Khajamiya Road Jalgaon
Contact Details	Phone: 0257-2234187	Phone: 0257-2251128
E-mails	coe@kces.in	principalbed@bpedjal.org
Web	coe.kces.in	http://sesbed.org

Chaudhan
Witness 1:
Mr. Ketan Popat Chaudhan

K.S. Pawara
Witness 2:
K.S. Pawara

Mohan B. Chaudhari
Witness 3:
Mr. Mohan B. Chaudhari

Vijay R. Chavhan
Witness 4:
Mr Vijay R. Chavhan.