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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Krantiguru Shyamji Krishna Verma Kachchh University
Mundra Road, Dist, Near Changleshwar Mahadev Temple,
Bhuj, Gujarat 370001

&

BARODA MANAGEMENT ASSOCIATION

2nd Floor, Anmol Plaza, Old Padra,
Vadodara, Gujarat - 390 015

To,

Conduct Various Distance learning Programs , at

BMA – Centre for Distance Learning

(In knowledge (OR Collaborative) Partnership with Kachchh University)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the _____.

BETWEEN

Krantiguru Shyamji Krishna Verma Kachchh University, Mundra Road, Dist, near Changleshwar Mahadev Temple, Bhuj, Gujarat 370001, the **First Party** represented herein by **Krantiguru Shyamji Krishna Verma Kachchh University, Bhuj-Kachchh**, (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

Baroda Management Association (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')

WHEREAS:

A) First Party is a Higher Educational Institution named:

Krantiguru Shyamji Krishna Verma Kachchh University, Bhuj.

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, Skills , Knowhow , Experience in the field of Management with wider reach and provide each of them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest. Together we plan to design, develop and run various courses which are mutually beneficial.



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Baroda Management Association (BMA), the Second Party is an autonomous, non-political, non-profit, public (educational) institution, registered under the Bombay Public Trust Act, 1950. It was founded by leading business personalities of Baroda way back in 1957. It is a matter of pride for BMA to be a founder member of All India Management Association (AIMA), New Delhi. BMA has been the recipient of the Best Local Management Association 18 times, very recently in the year 2018-19.

Baroda Management Association has been holding its flagship events for the betterment and management development of industries and executives of industries.

BMA in association with **All India Management Association (AIMA)** has instituted the prestigious national level **Sayaji Ratna Award**. This award is a tribute to the people's king **Sir Sayajirao Gaekwad III** (King of Vadodara state), whose 150th birth anniversary was celebrated in 2012-13. The award is conferred to living Indian icon matching with most qualities of **Sir Sayajirao Gaekwad III** viz. institutional builder, Visionary, inspirational leader, compassionate, highest integrity, ability to attract best talent, et all.

The 1st and 2nd recipient of the award **Shri N.R.Narayana Murthy** and **Shri Ratan Tata** respectively graced and visited Sayajirao's Baroda on chosen day of May 13th, 2013 and December 1st, 2015 respectively and **Shri Amitabh Bachchan**, in Nov 2018.

BMA is well known for organizing on yearly basis, **Annual Management Convention**, **Business Simulation Management Games**, **Round Table Conference on HR, IT, CSR**, **Power Seminar for Young Professionals**, **Agricultural seminar**, **Management Development Programs** as well as **In-house Training Programs for industries**, **Annual Awards for Outstanding Young Managers**. Industries from Central Gujarat are taking benefits of all these events since last 61 years.

In Year 20-21, certain special events are lined up to be offered to Industry & Management Professionals as additional Key Knowledge enriched opportunities like **Industry Specific Round Tables**, **CxO Program**, **International Women Conference** to name the specifics.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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



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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 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.
- 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

50 -50 % Ratio: -

First party (University) and second party (BMA) sharing equal ratio of 50 % each in All Profit & Loss of each program financials.

Additional Role and Responsibility: -

Both the parties would be equally responsible for all the Roles and Responsibilities required to be performed.

Income & Expense:-

BMA will keep the book of Accounts and maintain the record of all Income and Expenses.

Joint Decision:-

Both the parties should take decision / should ready to give a Go head to the Batch.

Coordinator:-

Availability of each coordinators from both the first and second party to be assured for the decisions, if any.



- 2.1 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.
- 2.2 **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 industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its facilities and also involve in Training Programs for the First Party. The Industrial 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 endeavor to provide its Workshops for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships / jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements
- 2.6 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the related fields of emerging practices & developments.
- 2.7 Students of first party can be given research / internship projects which can be carried out at first party premises or second party premises with or without stipend.



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- 2.8 **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 industry ready.
- 2.9 **Faculty Development Programs:** Second Party to endeavor to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.11 **Financial Commitment:**
A mutually decided / agreeable fees structure per student / per batch / per course of **excess of Income Over Expenditure** would be shared as 50:50 sharing ratio between First Party (University and Second Party (BMA) respectively.

This sharing arrangement covers course marketing support, resources, University fees for certification with university logo and support for examination system end to end.

CLAUSE : 3 INTELLECTUAL PROPERTY

- 3.1 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.



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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 -, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of -, 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 **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.

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 Vadodara.



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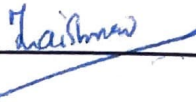
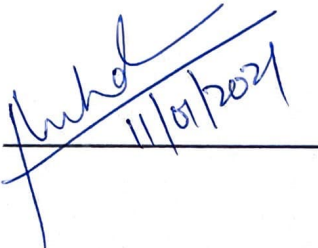

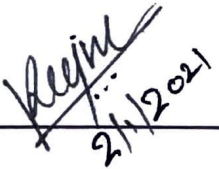
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AGREED:

Krantiguru Shyamji Krishna Verma Kachchh University	BARODA MANAGEMENT ASSOCIATION
Registrar :  I/C REGISTRAR K.S.K.V. Kachchh University	Ms. Minaxi Vaishnav President : 
Witness:  11/07/2021	Mr. Hemant Shah Vice President : 
	Witness: Mr. Keyur Parikh  21/12/2021
Mundra Road, Dist, near Changleshwar Mahadev Temple, Bhuj, Gujarat 370001	2nd Floor Anmol Plaza, Old Padra Road, Vadodara, Gujarat - 390 015
Contact Details: 02832 235 001	Contact Details: 0265 2344135
E-mails : vcokskvku@gmail.com	E-mails: president.bma.baroda@gmail.com
Web: http://kskvku.digitaluniversity.ac/	Web site : http://www.bmabaroda.com/ Linkedin Profile : https://www.linkedin.com/in/bmabaroda/

Encl : Annexure :

- A Details of the Programs
- B Proposed Definitive documents as listed in point 1.3 would consider details of the Program Course contents with credits consideration as per University guidelines, fees structure, type of programs, modality, Roles and Responsibilities between both the parties.









Baroda Management Association :

Distance Learning Program : Baroda Management Association and Krantiguru Shyamji Krishna Verma Kachchh University : Preliminary Outline

Objective : To Impart, educate and contribute to prepare industry ready professionals :

1. Type of Program : Diploma/Certificate Program
2. Various Subjects ;
Niche and Marketable Management Topics \Specialization in
 - a) **Procurement & Contracts Management ,**
 - b) **Cyber Immunity and Risk Management in Financial Services,**
 - c) **Risk Management In Projects,**
 - d) **AI in Industry,**
 - e) **QGIS certification ,**
 - f) **Contractual Dispute resolution,**
 - g) **Manage and Implement Change/Foundations of Change Management ,**
 - h) **Strategy Implementation ,**
 - i) **Corporate Governance ,**
 - j) **Business Analytics : People Analytics & Digital HR,**
 - k) **Global Supply Chain,**
 - l) **Export & Import Management,**
 - m) **Data Science**
3. Duration :
 - A. 3-6 Months
 - B. 10-12 months
 - C. Short Term
4. Course Content :
 - A. Details & Pedagogy,
 - B. Learning Mode – Practical Industry relevance by internships
5. Benefits , for Whom, Fees Structure
6. Marketing Strategy: Competitors' Perspective and approach to check
7. Committee R&R ; Partners , Team, Jointly by BMA and KUTCH Univ.
8. MOU – Certificates
9. Faculty and Other Criteria ;
10. KW Partner
11. Sustainable Long term Model ; Advisory can be set up
12. COE – Industry partners
13. Sponsors / Partners



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09-09-2020

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Author : Minaxi Vaishnav & Team

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**Distance Learning Programs : Estimated Cost per Program for
(3 months) 120 hrs**

Sr. No.	Particulars	If 15 Students	If 20 Students	If 25 Students
1	Total expenditure for Project	256,500	257,000	258,000
2	Total Income	269,325	269,850	270,900
3	Net Profit (After deducting all expenses)	12,825	12,850	12,900
4	Profit Sharing 50% - 50%	6,413	6,425	6,450
5	Fees per Student	17,955	13,493	10,936

Based on the above information :

1	Based on the calculation, average fees can be charged Rs.15,500/- + 18% GST Extra per student
2	Break even falls at an average 20 students @ fees Rs.15,500/- each student

Chairman

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