

Memorandum of Understanding (MoU)

Between



Krantiguru Shyamji Krishna Verma Kachchh University, Bhuj

And



The federation of Kutch, Bhuj

MEMORANDUM OF UNDERSTANDING

Since after the earthquake, Kachchh rehabilitated, restored and secured infrastructural avenues.

And since Kachchh has been accommodated with the parental body of own university;

Equally in the course of rehabilitation, Kachchh has become preferred industrial zone.

These having secured, Kachchh had experienced a wide gap of unemployment vis-a-vis scarce of skilled personnel to meet with the need of the industries.

Considering this state of things, the parties hereto have agreed to enter into a Memorandum of Understanding in terms set forth hereunder.

This Memorandum of Understanding is completed and executed on this 8th, August, 2021 between

KRANTIGURU SHYAMJI KRISHNA VERMA KACHCHH UNIVERSITY, a statutory body constituted under the Kachchh University Act, 2003 (Act No. 5 of 2003) having its headquarter at, Bhuj-Mundra Road, Bhuj-Kachchh and having its perpetual succession and common seal through Vice Chancellor / Registrar

Hereinafter referred to as "**KSKVKU**" of the **FIRST PART**

AND

THE FEDERATION OF KUTCH INDUSTRIES ASSOCIATIONS, a Company formed U/s. 8 of the Companies Act, 2013 having its registered office at Mirzapar Road, Bhuj-Kachchh through its Managing Director /

Hereinafter referred to as "**FOKIA**" of the **SECOND PART**

WHEREAS party of the first part is only a statutory and autonomous body authorized and empowered under the enactment the Kachchh University Act, 2003 to confer, the degrees, diplomas, and certificates and like credentials, to accord and grant affiliations to any education institute to impart the higher education in any stream, concept, program, discipline and to evolve, prescribe any education course.

AND further the party at first part is an only autonomous body having a wide range of powers as exhaustively included in Section-4 of the Kachchh University Act, 2003 and



inclusive of co-operation with any other universities, authorities or associations or any public and private bodies or to enter into any agreement for any purpose not repugnant to the act.

AND WHEREAS the party at the second part is an association representing the large, medium, small, and tiny and cottage industries including of service industries and business and trade organization functioning in the district of Kachchh.

AND further the party at second part is the partner body with the Government of the State in the council of industries promotion.

AND WHEREAS the party at second part is representative body of industries, appropriately can co-ordinate to develop, evolve, frame, and prescribe skilled programs or courses.

AND WHEREAS the party at the second part through their members industry can provide the expert and skilled personnel to supplement the need of the personnel to industries.

AND therefore both the parties to this MOU have agreed to work together, co-operate, co-ordinate, supplement and compliment to each other in furtherance, consonance and in relation to the objects and purposes they have crystallized in their respective basic document of incorporation.

The parties hereto envisages the areas of co-operation as under

1. Research and Training
2. To evolve new discipline and course in context of unique geographical and economical background of the Kachchh.
3. To prepare need based workforce in co-ordination to coup up the requirement of the trade, business and industry taking into account the special features of the Kachchh.
4. Provide expert excellence service to refine students, teaching staff and employees of each other.
5. To establish any institution or centre expedient & necessary in collaboration.
6. And any co-ordinated activity in the academic area and useful for the fraternity of industry, trade & business.

THE PARTIES HERETO MUTUALLY COVENANTS AS UNDER

[A] The parties hereto would share the expertise of their members as mutually desirable by way of acting as resource persons for various training programs or workshops organized by either party and to extend help and co-operation in developing curriculum of academic and continuing education programmes, on such terms and may be mutually agreed to.



[B] Jointly organize workshops, seminars, continuing education and training programmes and similar academic programs for practicing professionals, corporate executives and faculty members, research scholars and students of KSKVKU on themes of topical and professional interest.

[C] Parties hereto shall form a committee or body of appropriate numbers of the personnel proposed and suggested by the either party having acumen qualities, experience and expertise of the excellence to research, analyze, explore and evolve the potential program and/or reshape, refine and redesign the existing programs and recommend to implement to the appropriate statutory body of the part at the first part.

[D] Parties have agreed to arrange periodical assembly of the students and representative of members of industry of the party at second part and the officers and faculties of the party at the first part in order to accommodate the students for the job placements.

[E] Parties have resolved to set up centers or any institute to impart any special knowhow and knowledge of conceptualized independent course, ideal and necessary, right and appropriate in context of natural resources and circumstances of the Kachchh.

[F] Parties have agreed to form a permanent committee to monitor, execute and implement the activities undertaken pursuant to this memorandum of understanding. This committee shall be functional under the chairmanship of Vice Chancellor of the party at the first part and of the co-chairmanship of the MD of the party at the second part.

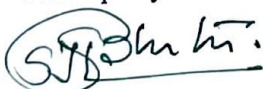
[G] Parties have agreed to prepare the annual plan & budget and allot the possible allocation from the respective body and raise the funds through and appropriate and agreed mode, time to time.

[H] Parties have agreed that the party at the first part shall allocate the minimum requisite staff to meet with the administrative duties and have also agreed to maintain the independent accounts for the activities undertaken pursuant to this memorandum of understanding.

[I] Parties shall endeavor and ensure that the gap between unemployment and scarce of the ideal manpower may be narrowed down through integrated efforts.

[J] Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc, as may be mutually agreed.

[K] Both the parties shall, at its own expense, defend, indemnify and hold the other party harmless for damages, liabilities, claims, losses, costs, demands, suits,



actions and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out or related to indemnifying Party's violation of any applicable laws, gross negligence or willful misconduct or (ii) arising out of or related to any physical damage to property or personal injury or death, caused by the indemnifying party or any of its affiliates, participants, officers, directors and the indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

[L] This Memorandum of Understanding shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years, MoU may be extended further on the mutually agreed terms. This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years, This MoU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings. The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

As above the parties hereto have entered into this Memorandum of Understanding, the terms whereof shall be strictly adhered to and shall be binding to the parties, their administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED
THEIR SIGNATURE ON THE ____ DAY OF _____, 2021 AT _____



(DR. G. M. Butani)

(Registrar)

KSKVKU

REGISTRAR

S. K. V. Kachchh University
BHUJ - KACHCHH



(Sharad Bhatia)

(Director)

Federation of Kutch Industries Association

