

MEMORANDUM OF UNDESTANDING

between



Matruvandana Trust, Bidada

and



Krantiguru Shyamji Krishna Verma Kachcch University

MOU

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This Memorandum of Understanding has arrived at this Date: 25/11/2022

between

MATRUVANDANA TRUST, which is engaged in noble activities like "Mavtar No Melo", which is Old Age Home for Senior Citizen, Rural Education Initiative and Arts College since last decade. Trust has done remarkable activities in social charitable and education field. With increasing need of skilled manpower in Kutch Trust has started Kushalyavardhan Kendra in the year 2015 and now starting full fledged college, offering large variety of Industry relevant employment centric Government Recognised Skill Training Programs under Pan Vallabh Skill College. Pan Vallabh Skill College is supported by well-known NAVNEET Group, Aarti Group and Vikas Group. Whose expression shall include its subsidiaries, associates, affiliates, and legal assigns and successors, hereinafter referred to as "MATRUVANDANA TRUST", of the "FIRST PARTY";

And

KRANTIGURU SHYAMJI KRISHNA VERMA KACHCHH UNIVERSITY, BHUJ, KACHCHH a State University, established by Government of Gujarat under Krantiguru Shyamji Krishna Verma University Act published in Government Gazzate in March, 2003 having its registered office at University Campus, Mundra Road, Bhuj, Kachchh, Gujarat 370 001, represented through KSKV Kachchh University, (Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "KSKV KACHCHH UNIVERSITY", of the "SECOND PARTY".

The "MATRUVANDANA TRUST" and the "KRANTIGURU SHYAMJI KRISHNA VERMA KACHCHH UNIVERSITY" are hereinafter, collectively referred to as the "PARTIES" and individually as a 'PARTY'.

WHEREAS:

- I. MATRUVANDANA TRUST with an ideology to make the youth of India "Self-Dependent" brings World Class Skill Development Trainings for Indian Rural Youth through partnering with various Organisations and thereby undertaking programmes to provide vocational/employable skills training to youth from various sections of society, for obtaining jobs in the industrial/service sector. This programme is conducted through individual Projects, formulated by the First Party, and some of these projects could be sanctioned / financially supported by Government of India or State Governments.
- II. KRANTIGURU SHYAMJI KRISHNA VERMA KACHCHH UNIVERSITY, BHUJ KACHCHH a State University, established by Government of Gujarat, under Krantiguru Shyamji Krishna Verma University Act published in Government Gazzate in March, 2003 and run by a Board of Governors.

- III. Given the background of the two parties and the potential areas of partnership, this Memorandum represents a Framework of Cooperation between MATRUVANDANA TRUST and KSKVKU specifically on joint training services, strengthen training capacity, and make youth employable. MATRUVANDANA TRUST and KSKVKU will collaborate to identify ways to implement the objectives of this memorandum of understanding by working together wherever applicable in their respective ongoing programs and projects.
- IV. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Skill Development Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- V. This MoU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
- VI. The implementation and/or conduct of a programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both parties.
- VII. e autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU
- VIII. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSE AS FOLLOWS:

- IX. Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:
 - a. MATRUVANDANA TRUST shall provide basic infrastructure (viz, classroom, lab, office, electricity and other basic amenities) for the trainings.
 - b. MATRUVANDANA TRUST will also conduct Skill Development Training Programmes for the Students of the University and from the nearby community, on areas of mutual interest by providing experts.
 - c. MATRUVANDANA TRUST shall impart training for the courses which are aligned with NSQF courses defined by NSDC and in mutual consultation with KSKVKU.
 - d. MATRUVANDANA TRUST shall be authorized to collect admission related documents from the shortlisted candidate. These document constitute government photo ID, address proof, qualification proof, caste proof, income proof, or any other document as per the requirement of program.
 - e. MATRUVANDANA TRUST shall assure the continuous monitoring, coordination, and smooth execution of the training program.

- f. MATRUVANDANA TRUST shall arrange all the training related tools & KACHCHH UNIVERSITY will accord its necessary recognition to Skill equipment and consumable material used for practical training.
- g. MATRUVANDANA TRUST shall provide all training and learning material as per the trade of training
- h. MATRUVANDANA TRUST shall arrange theory (online and offline), practical and on the job training as per the finalized trade of training.
- i. MATRUVANDANA TRUST shall arrange trainer and other training staff for the training program.
- j. MATRUVANDANA TRUST shall conduct assessment of the trained candidates and provide certificate jointly with KSKVKU to the successfully passed candidate, in line with NSDC guidelines, where the printed certificates will be jointly signatories by MATRUVANDANA and KSKVKU.
- k. MATRUVANDANA TRUST may provide placement support to the students trained under domain courses. The programs are employment skill development oriented programs where candidate will be trained and guided to prepare for the placement related activities. MATRUVANDANA TRUST is not liable to provide placement to any of the candidate trained under such programs.
- i. MATRUVANDANA TRUST shall collect fee from students as per the mutual agreement with KSKVKU at the time of finalization of trade of training.
- j. MATRUVANDANA TRUST shall display its branding and marketing collaterals inside or outside the premises of university.
- k. KSKVKU shall provide support in sourcing and mobilization of students from KSKVK University and related colleges in the district of Kutch
- l. KSKVKU shall provide one SPOC person from each college for smooth coordination and operations.
- m. KSKVKU shall look forward to bring support for development of training content and all the necessary help required to achieve desired training outcomes
- n. No additional benefits shall be entitled to any trainees during the entire training program by MATRUVANDANA TRUST or KSKVKU.
- o. KSKV KACHCHH UNIVERSITY on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by MATRUVANDANA TRUST.
- p. Jointly organise Workshops, Job Fairs and Seminars, Skill Development and Training programmes and similar Programmes for students of KSKV KACHCHH UNIVERSITY
- q. Exchange of Faculty Members for guest lectures and special classes as may be mutually agreed subject to convenience of the parties, on remuneration basis, hereto
- r. Undertake joint government training projects which are mutually beneficial
- s. Reciprocate participation in Job fairs and seminars organised by the parties hereto.
- t. Extend help and Co-operation in developing Curriculum of training programs, on such terms as may be mutually agreed to including Joint Meeting of Curriculum Development Committees/bodies

- u. Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage
- v. Exemptions in University subjects for the students of MATRUVANDANA TRUST if deemed appropriate by the University.
- w. Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc., as may be mutually agreed.

X. Financials and Infrastructure details

MATRUVANDANA TRUST & KSKVKU has mutually agreed on sharing of fee, collected from student enrolled in MATRUVANDANA TRUST programs. Whereas the cost of training will be evaluated by MATRUVANDANA TRUST at the time of finalization of trade of training in mutual consent with KSKVKU and considering the applicable taxes, if any. The share of each party shall be decided as per the training cost evaluation. All the courses will be conducted in MATRUVANDANA Premises.

XI. Non-Binding Nature of the MoU:

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

That it is expressly understood & agreed between the parties to this MoU that the personnel(s) employed or hired or engaged (permanent/ regular/ casual/ contractual/ temporarily/daily wage or whatever be the status/name) by the KSKV KACHCHH UNIVERSITY directly or indirectly for the performance of the obligations under this MoU, shall not be employee of the MATRUVANDANA TRUST for any purpose and none of such person of KSKV KACHCHH UNIVERSITY shall have any right to claim anything against the MATRUVANDANA TRUST and same shall be applicable vice versa to MATRUVANDANA TRUST.

XII. Terms and Termination of the MOU:

- a. The MoU shall come into force immediately its signing by the parties. The MoU will be in force for an initial period of 3 years MoU may be extended further on the mutually agreed terms.
- b. This MoU may be terminated by mutual consent of the parties before the aforesaid term of 3 years.
- c. 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.

- d. 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.

XIII. Indemnification:

Each Party 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 of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or wilful 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 employees.

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 defence 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.

XIV. Force Majeure:

The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

XV. Complete/Entire Agreement:

This MoU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MoU shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

XVI. Amendments

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

XVII. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/directive from the relevant authority to enter into this MoU.

XVIII. Non-Waiver

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MoU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

XIX. Severability

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XX. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

XXI. Notices

All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MoU shall be in writing and in English language. Notices shall be given by registered post/email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

MATRUVANDANA TRUST
Matruvandana, Ashramwadi,
near Sarvodaya Hospital,
Bidada - 370435

KRANTIGURU SHYAMJI KRISHNA VERMA KACHCHH UNIVERSITY
University Campus
Mundra Road
Bhuj, Kachchh-370 001, Gujarat

XXII. Headings

The headings used in this MoU are for purposes of convenience only and shall not control the language or meaning of the provision following

XXIII. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and/or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.

XXIV. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 7 (seven) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, the sole arbitrator shall be appointed by the mutual consent of the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Bhuj, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

XXV. Jurisdiction

All disputes arising out of or relating to the MoU shall be deemed to have arisen in Bhuj, India and only courts having jurisdiction over Bhuj, India shall determine the same.

Signed for and on the behalf of

For MATRU VANDANA



Chairman M.Trustee Treasurer

Chairman, Matruvandana Trust
(Mr. Komal Shah)
MATRUVANDA TRUST
Matruvandana, Ashramwadi,
Near Sarvodaya Hospital,
Bidada - 370435



Registrar
(Mr. G. M. Bhutani)
KACHCCH UNIVERSITY
University Campus
Mundra Road
Bhuj, Kachcch – 370 001, Gujarat

Witnesses

1. 
2. 

Witnesses

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