Memorandum of Understanding

Between

Centre for Skill Development

KCE Society's College of Engineering and Information Technology, Jalgaon

And

Chhabi Electricals Private Limited

MIDC Jalgaon

This Memorandum of Understanding is entered into this day of 09/12/2016 by and between **Centre for Skill Development under KCES's College Of Engineering and Information Technology, Jalgaon,** having its office at Behind DIC, IMR Campus, Off NH-6, Jalgaon, MS (hereinafter referred to as **"CSD"**)

And

Chhabi Electricals Pvt Ltd is a Pvt. Ltd. Company incorporated under the Companies Act 2013 having its registered office at MIDC Jalgaon (hereinafter referred to as **"Industry"**).

About The Agreement

- This agreement defines the modalities of mutual cooperation for skill development and livelihood improvement of the youth and women in the areas of common interest. This agreement will be reviewed each year and changes specifying the methods of co-operation and modalities between the parties will be incorporated with mutual consent.

Chhabi Electricals Pvt.Ltd

Managing Director

Scope

- The understanding is made for mutual cooperation between CSD and Industry in the various domains of skill development and livelihood improvement such as Electrical, Electronics, Power, Control, Instrumentation, Fabrication Technology, Operations, Quality and Safety Management.

Recitals

- CSD is an integral part of COEIT established with an objective to undertake skill development initiatives in various skill sectors and facilitate the livelihood improvement of the youth and women, in particular.
- While, Chhabi Electricals Pvt. Ltd is an established industry, engaged in the manufacturing of Battery Chargers, Rectifiers, Tranformers etc.
- The purposes of this MoU are skill hands-on training, action and applied research, resource and knowledge sharing and undertake joint ventures of mutual interests.

Identified Areas of Mutual Co-operation

- Skill Gap Studies and Market Research
- Skill development trainings for youth, women and employees
- Mutual Resource and Knowledge Sharing for skill development and livelihood improvement
- Action and applied research for mutual problems
- Earn-Learn Scheme for deserving candidates
- Continuing education programmes and up-gradation of skills
- Quality Awareness and Safety Training
- Renewable Energy Applications
- Entrepreneurship Development
- Joint Ventures if required, in above areas

Chhabi Electricals Pvt.Ltd

Managing Director

Confidentiality

- Each party **(CSD and Industry)** shall maintain complete confidentiality of any information of each other which are disclosed and agreed during the term of this MoU

Settlement of Disputes

- In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.

- Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.

- In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

- Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

Chhabi Electricals Pvt.Ltd

Managing Director

Revision, Variation and Amendment

- Either Party may request in writing a revision, variation or amendment of this MoU. Any such revision. variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.
- This MoU may not be amended without the prior written consent of both the parties.
- This Agreement is valid for five years from the date of signature. However, three years will be recognized as the accounting period.
- This MoU will be effective from 9/12/.2016 This Agreement can be renewed based on mutual convenience.
- **Termination:** Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of one month to the other.
- At the end of the penultimate year of the five-year cycle both organizations will conduct an evaluation of the program. Any amendments to be made would be achieved by mutual consent in writing and the agreement will be revised accordingly for a further five-year cycle.
- **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.

Chhabi Electricals Pvt.Ltd

Managing Director

Signatories of This Agreement

- Signed on 09/12/ 2016 at place Jalgaon

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, signs this MoU on the date as above written.

Signed by

For and on behalf of

Centre for Skill Development
KCES's College of Engineering and
Information Technology, Jalgaon

In the presence of

Witness 1 [ ]

Witness 2 [ ]

Witness 3 [ ]

Signed by

Chhabi Electricals Pvt.Ltd

Managing Director

for and on behalf of

In the presence of

Witness 1 [ ]

Witness 2 [ ]

Witness 3 [ ]