

(Industry Institute Collaboration)

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

MACCIA

&

**KHANDESH COLLEGE EDUCATION SOCIETY'S
COLLEGE OF ENGINEERING AND
MANAGEMENT, JALGAON-425001**

MOU UID: MoUNIn210000079

Execution Partner
SCIENTIFIC JUGAADFUNDA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 22nd day of – March – Two Thousand Twenty one (**22/03/2021**),

BETWEEN

MACCIA First party represented herein by their president Shri Santosh Mandlecha (hereinafter referred as '**First Party**', Or **MACCIA** the chamber which expression, unless excluded by or repugnant to the subject or context shall include its successors Mr. Sagar Nagre (Secretary General) – in-office, administrators and assigns).

AND

KHANDESH COLLEGE EDUCATION SOCIETY'S COLLEGE OF ENGINEERING AND MANAGEMENT, JALGAON-425001 Second party, and represented herein by its Principal Dr. K. P. Rane (Competent Authority), (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')

Preamble:

Founded in 1927, Maharashtra Chamber of Commerce, Industry & Agriculture is Apex Chamber of the State. Currently over 5 lakh business establishments of state are affiliated with Maharashtra Chamber of Commerce, making it the apex body of state which does advocacy for trade and industrial development of the state & country. Maharashtra Chamber of Commerce (MACCIA) has affiliations of Maharashtra's most regional industry bodies and individual business establishments representing credible industry views.

Business Solutions Polyclinic Program (BSPP) is concept developed by MACCIA. Jugaad Funda Innovations LLP empower the program as execution partner through their CREAT-JOB Innovation Ecosystem platform. This program is aimed at connecting different stakeholders of the innovation ecosystem. It enables every stakeholder to contribute and fetch benefits equally. BSPP program is looking forward to empowering 5 Lakhs plus industries and more than 3000+ academic institutions and 1000+ Mentors from Maharashtra in next 3 years.

The **KHANDESH COLLEGE EDUCATION SOCIETY'S COLLEGE OF ENGINEERING AND MANAGEMENT, JALGAON-425001** (Second Party) : An engineering and management institute, established in 2001, Approved by AICTE, New Delhi, Affiliated to Dr. Babasaheb Ambedkar Technological University, Lonere, MSBTE Mumbai and Recognised by Government of Maharashtra. The institute holds good reputation with NAAC Accreditation in the north Maharashtra region. The college runs bachelor courses viz. Bachelor of Technology in Computer Engineering, Mechanical Engineering, Electrical Engineering and Electronics and Telecommunication Engineering and Bachelor of Vocation in Industrial Tool Manufacturing, Electronic Manufacturing Services, Software Development. Also the College runs master courses such as Master of Technology in Electrical Power Systems and Master of Business Administration.

With reference to structure of BSPP program, and its benefits to the society at a large, First Party & Second Party believe that memorandum of understanding between themselves shall enable them in achieving their organizational objectives in an effective manner.

The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Technical Education, Innovation, Entrepreneurship, Research, and problem solving for industries.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: AREA OF COLLABORATION AND SCOPE OF MOU

- 1.1 The aim of this MOU is primarily to establish non-commercial terms of collaboration and co-operation, under which both the parties seeking the MOU- may perform collaborative interests & organizational goals.
- 1.2 Broadly, the areas of collaboration in this MOU are focusing on improvement in following areas for benefit of both industry as well as academia.
 - A) Holistic Interdisciplinary Environment Creation
 - B) Training & Skill Development (staff, students, industry)
 - C) Focus on Academic activities (performance skill based)

D) Recruitment related activities (employable product)

- 1.3 Organizing Industry institute joint summit, “On-Line + Off-Line (Hybrid Mode)”, enabling both stake holders to express their views / expectations / challenges and discuss possible solutions to overcome them.
- 1.4 Engage Industry leaders in 2 days “On-Line + Off-Line (Hybrid Mode)” faculty development program per semester to bridge the gap between industry and academia.
- 1.5 Engage best performing students in 1 day “On-Line + Off-Line (Hybrid Mode)” Industry Orientation program.
- 1.6 Organize project competition “On-Line + Off-Line (Hybrid Mode)”, enabling best projects from institutes to get presented in front of industries.
- 1.7 Any other activity outside the scope mentioned above can be discussed separately and can be included by agreeing its terms of association in writing. If required separate MOU also can be signed if additional activity demands.

CLAUSE 2: CO-OPERATION AND KEY RESPONSIBILITIES

- 2.1 Both Parties are willing to unite by common interests and objectives mentioned under clause 1 and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the territory/ campus / affiliated institutes & departments of **Khandesh College Education Society's College Of Engineering And Management, Jalgaon-425001** (Second Party) 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 value addition opportunities for one another.
- 2.2 Both parties shall nominate 3-member team from each side as point of contact team for effective communication, promotion, and operation supervision.
- 2.3 Understanding the fact that execution is an important task for success of the purpose of this MOU, “MACCIA execution partner” shall be responsible for execution of the tasks under this MOU. Three-member team from parties shall extend their support to provide required information to enable execution partner for communication, promotion, operation, and execution of the program. Sole responsibility of execution and derive measurable outcome from the activity is with the “execution partner”.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel (the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) 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: IMPLEMENTATION METHODOLOGY

4.1 All process for registration under this MOU will be guided through information and registration link developed by execution partner on www.maccia.org.in/bspp.php and www.jugaadfunda.com

CLAUSE 5: LOGO USAGE

5.1 At all functions/literature related to this MOU activities, both party and execution partner logos will be displayed with equal prominence. Logos usage will be permitted for such designs for promotion of BSPP Program and other mutually agreed programs in writing.

CLAUSE 6: VALIDITY

6.1. This MOU is valid, until it is expressly terminated by either party on mutually agreed terms. Review report shall get prepared after every year to evaluate the performance and progress under the MOU. Based on these reports, a detailed outcome focused review will be taken about continuance and further terms of operation based on experience. As a part of this MOU, second party can subscribe separately to get benefitted with other services. All such services and their scope of operation shall get defined separately. Both parties shall fulfil their deliverables under committed program/activity if any at the time of termination.

CLAUSE 7: RELATIONSHIP AND GOVERNING LAWS

- 7.1 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.
- 7.2 Governing laws and arbitration: The MOU shall be construed and governed by the laws of India. Any controversy or claim arising out of or divergence or difference derived from the interpretation or application of the MOU or breach thereof shall be resolved/settled by arbitration, to be held in Mumbai as in accordance with the rules of the arbitration and conciliation Act 1996.

AGREED:

For MACCIA (First Party)	For KHANDESH COLLEGE EDUCATION SOCIETY'S COLLEGE OF ENGINEERING AND MANAGEMENT, JALGAON-425001 (Second Party)
Signed digitally with "UID MOU Number" (Can be verified online through Execution Partner website). Once COVID Pandemic crises are over and its safe, MOU signing event shall happen in presence of eminent government officials / ministers, chamber president and Institute representative at Chamber head office or regional office.	Authorized Signatory
Authorized Signatory	
MACCIA	KHANDESH COLLEGE EDUCATION SOCIETY'S COLLEGE OF ENGINEERING AND MANAGEMENT, JALGAON-425001 (Second Party)
Address: Oricon House, 6Th Floor, Building, 12, K Dubash Marg, Fort, Mumbai, Maharashtra 400001	Address: Behind D.I.C. Office, NH-06, Jalgaon-425001 (Maharashtra State)
Contact Details: 9130066595	Contact Details : 9284875576
E-mail: training@maccia.org.in	E-mail:tnp.kcescoeit@gmail.com
Website:www.maccia.org.in/bspp.php	Website: www.coem.kces.in
Stamp:	Stamp:



ANNEXTURE-I

As an extension of MOU signed between Party 1 and Party 2, this annexure is to define scope of additional program / activities to be executed professionally to ensure MOU is taken ahead for bringing out measurable outcome, fulfilling the purpose of MOU.

COMPLEMENTRY INDUCTION PROGRAM AND PILOT ICIP (Industry Connect Internship Program for 50 Students and 2 Faculty)

KHANDESH COLLEGE EDUCATION SOCIETY'S COLLEGE OF ENGINEERING AND MANAGEMENT, JALGAON-425001 (Second Party) has expressed interest to participate in complementary induction program for first year students and Industry Connect internship for 50 Students along with faculty development program for 2 faculties offered by "Execution Partner", Scientific Jugaadfundu of MACCIA (First Party)


Scope and Deliverables: Complementary, 2 hours of induction program for first year students and 8 Week "Industry Connect Internship Program for 50 students, Training for 2 faculty members, participation for final year students in project challenge competition and one student orientation program on "Industry Readiness."

Responsibilities of first party (Execution Partner): Complete execution and operation of scope and deliverables till issue of certificates.

Responsibility of second party: Timely response on mail and what's app, Allocation of single point of contact, required registration process on the portal through provided link, required co-ordination on the campus.

Commercial Terms IF Any: This is complementary program only, with no costs to any party. Execution Partner "Scientific Jugaad funda" shall manage the expenses from their CSR or other Funds.

Witness (Party One) Execution Partner

Sign here ► 

Name: Ms. Renuka M Patil,
BSPP Execution Co-Ordinator



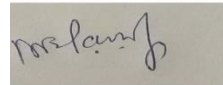
Witness (Party Two)

Sign here ►



Name: Dr. K.P.Rane
Principal

Sign here ►



Name: Mr. Mahendra Bhila Pawar
Training and Placement Officer