



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GRAM VIKAS SANSTHA'S ARTS COLLEGE BAMKHEDA



AND

GOSAVI PETROLEUM VADALI

Tal- Shahada Dist- Nandurbar Pin. 425423

For

Indulgent Social accountability and serving underprivileged undergraduates

**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar



**MEMORANDUM OF UNDERSTANDING BETWEEN  
GRAM VIKAS SANSTHA'S ARTS COLLEGE BAMKHEDA  
AND  
GOSAVI PETROLEUM VADALI**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Gram Vikas Sanstha's Arts College Bamkheda, whose address is At-Po- Bamkheda Tal- Shahada Dist- Nandurbar and the Gosavi Petroleum Vadali, whose address is state high way no. 1, Vadali, Tal- Shahada Dist - Nandurbar.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the poor Students of the Arts College will be assists by offering part-time jobs on the petrol pump. This will lend a hand to weaker section of the society for pursuing higher education.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than Five Years. This MOU may be terminated, without cause, by either party upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Gram Vikas Sanstha's Arts College Bamkheda.**

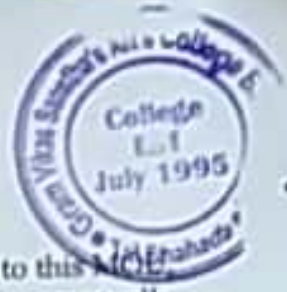
The institute will be responsible for selecting the poor and needy students for apprentice. The institute heads will visit the pump time to time to observe the conduct of the students. The expenditure for salaries will be given by the management of Gosavi Petroleum. The college will recognize the petrolgum for its social activity.

5. **Responsibilities of Gosavi Petroleum Vadali.**

The Gosavi Petroleum will be responsible for training the human resources provided and use them as apprentice as and when needed after college hours and on the vacation days. The Gosavi Petroleum has freedom to reject the students selected or trained from providing jobs. The organization has no binding for conducting regular classes or training. The organization may arrange the training programme as per their convenience.

  
**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar.

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada Dist Nandurbar



6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Maharashtra. The courts of the State of Maharashtra shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Shahada court and Hon. Aurangabad High Court, Maharashtra.

D. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. Gram Vikas Sanstha's Arts College Bamkheda and Gosavi Petroleum Vadali and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.



**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar.

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar.



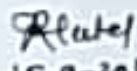
8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

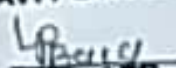
[Gram Vikas Sanstha's Arts College Bamkheda]


Dr. C.S. Karanke   
[Name and Title] 15/9/17

**PRINCIPAL**  
Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

Smt R.A. Patel   
[Name and Title] - Witness 15-9-2017  
Date

[Gosavi Petroleum Vadali]

L.P. Bawaj Laxmi Kant Pralhad Gri Gosavi (Bawaj) **GOSAVI PETROLIUM**  
[Name and Title] 15-9-2017 Date   
**MANAGER**

Shri. B.T. Chandharia   
[Name and Title] - Witness Date 15-9-2017



  
**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

MEMORANDUM OF UNDERSTANDING (MoU)



BETWEEN



MAHARASHTRA CENTER FOR  
ENTREPRENEURSHIP DEVELOPMENT, (MCED)  
(AN AUTONOMOUS SOCIETY WORKING UNDER  
DIRECTORATE OF INDUSTRIES,  
GOVERNMENT OF MAHARASHTRA)  
C/O DIC OFFICE, ROOM No.28 COLLECTOR OFFICE  
NANDURBAR



Gram Vikas Sanstha's Arts Collaege  
Bamkheda T.T.Tal.Shahada

DIST: NANDURBAR (MAHARASHTRA, INDIA)

FOR

ENTREPRENEURSHIP TRAININGS & RESEARCH

**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal.Shahada, Dist.Nandurbar

**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal.Shahada, Dist.Nandurbar

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 19 Oct 2019 day of Saturday, 2019, for organizing the entrepreneurship development activities by and between



**MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT, C/O DIC OFFICE, Room No.28 COLLECTOR OFFICE NANDURBAR** represented herein by its **Executive Director** (hereinafter referred as 'MCED', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

**Gram Vikas Sanstha's Arts Collaerz Bamkheda T.T.TalShahada** the Second Party, and represented herein by its **Dr Sunil Parasharam Patil** Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", organization 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') as

### WHEREAS:

A) First Party is a Higher Educational Institution named

### MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT

- B) MCED & Gram Vikas Sanstha's Arts Collaerz Bamkheda T.T.TalShahada believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Entrepreneurship Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Gram Vikas Sanstha's Arts Collaerz Bamkheda T.T.TalShahada, the Second Party is an educational institution belonging to the people, working for the people and being administered by the people.
- F) Gram Vikas Sanstha's Arts Collaerz Bamkheda T.T.TalShahada the Second Party is promoted by Dr Sunil Parasharam Patil
- G) Bamkheda Tal Shahada Head office administers in all ... branches from ... districts of Maharashtra and ... of. The Governing authorities function for all the branches from this office. The Management of the Nandurbahas started five regional offices for speedy and smooth functioning



**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal.Shahada, Dist.Nandurbar

**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal.Shahada, Dist Nandurbar

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 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 entrepreneurial mindset which help student to decided entrepreneurship as a career choice keeping in mind the needs of the educational institute, 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

- 2.1 The budding graduates from the institutions could play a key role in economic development of the country through establishing enterprises. 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: First Party will give valuable inputs to the Second Party in designing teaching / training methodology and suitably customize the curriculum so that the students fit into the current entrepreneurial scenario meaningfully.

**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

**PRINCIPAL**  
Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada Dist. Nandurbar



- 2.3 **Entrepreneurship Training & Visits:** Entrepreneurship training followed by industry visits will give an insight in to the latest developments / requirements of startups / enterprise setup. The entrepreneurship 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 entrepreneurial career. The Second Party will provide its Labs & training halls for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Entrepreneurship.
- 2.5 **Entrepreneurship Development Programs:** First Party to conduct training programme for the students of Second Party on entrepreneurship development in order to disseminate the information and make students attitude to go for entrepreneurship as a career choice.
- 2.6 **Entrepreneurship Awareness Programme:** First Party to extend the necessary support to conduct entrepreneurship awareness programme to the students of the Second Party on emerging trends in entrepreneurship.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training on entrepreneurship development.
- 2.8 **Udyojak Magazine:** Udyojak magazine is one of the tools for cultivating entrepreneurial culture in the society. Second party will help first party for promoting Udyojak Magazine at large extent to serve the motto of magazine.
- 2.9 **Post Training support to Trained Students:** First Party will help actively for starting enterprise to the students of second party in terms of Business Plan Preparation, Marketing supports, financial support from financial institutions, Design Support, Support for trial production, etc.



Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

- 2.11 There is no financial commitment on the part of the MCED, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar



### CLAUSE 3 INTELLECTUAL PROPERTY

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.



### 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 MCED, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Gram Vikas Sanstha's Arts College Bamkheda T.T. Tal. Shahada 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 MCED and Gram Vikas Sanstha's Arts College Bamkheda T.T. Tal. Shahada 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.



MCED, Nandurbar  
First Party

PRINCIPAL

Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

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 Nandurbar

COORDINATOR IQAC  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

PRINCIPAL  
Gram Vikas Sanstha's  
Art's College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar



**AGREED:**

For Maharashtra Centre for  
Entrepreneurship Development, Nandurbar

Authorized Signatory

For **PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar  
Authorized Signatory

<b>MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT</b>	Gram Vikas Sanstha's Arts College
Room No.28 C/o DIC, COLLECTOR OFFICE, Nandurbar Dist Nandurbar	Bamkheda T.T. Tal. Shahada Dist Nandurbar
Contact Details-0049228888	Phone: 9421614495
E-mails: nandurbarpomced@gmail.com	E-mails: gvsbamkheda@gmail.com
Web: <a href="http://www.mced.in">www.mced.in</a>	<a href="http://WWW.gvsbamkheda.org">WWW.gvsbamkheda.org</a>

Witness 1: Dr. Y. R. Patil

Witness 2: Mr. R. B. Chaudhari

Witness 3: Mr. Raju Pawra

Witness 4: Miss Manisha Valvi



**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**GRAM VIKAS SANSTHA'S ARTS COLLEGE BAMBHEDA**



**AND**

**PRASAD POLY PRODUCTS AND GREEN HOUSES**

**1 Manisha Nagar, Dongargaon Road, Shahada**

**Tal- Shahada Dist- Nandurbar Pin. 425409**

**For**

**Training Purpose and Research**

**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada Dist. Nandurbar

**MEMORANDUM OF UNDERSTANDING BETWEEN  
GRAM VIKAS SANSTHA'S ARTS COLLEGE BAMBHEDA  
AND  
PRASAD POLY PRODUCTS AND GREEN HOUSES**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Gram Vikas Sanstha's Arts College Bamkheda, whose address is At-Po- Bamkheda Tal- Shahada Dist- Nandurbar and the Prasad Poly Products and Green Houses, whose address is 1 Manisha Nagar, Dongargaon Road, Shahada Dist - Nandurbar.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Students of the Arts College will be trained For Marketing Agricultural Products and trained students will be offered jobs. It is for onsite training and practical experience/

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than Five Years. This MOU may be terminated, without cause, by either party upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Gram Vikas Sanstha's Arts College Bamkheda.**  
The institute will be responsible for selecting and providing human resources for training. The institute will also provide place for theoretical lectures and organizing various events. The expenditure for events and trainers will be the responsibility of the trainee organization. The college will provide seminar hall and chairs for organizing events.

5. **Responsibilities of Prasad Poly Products and Green Houses.**  
The organization will be responsible for training the human resources provided and use them as apprentice as and when needed after college hours and on the vacation days. The organization will bare the entire financial burden and maintain the accounts. The organization has freedom to reject the students selected or trained from providing jobs. The organization has no binding for conducting regular classes or training. The organization may arrange the training programme as per their convenience.

6. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually



**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Maharashtra. The courts of the State of Maharashtra shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Shahada court and Hon. Aurangabad High Court, Maharashtra.

**D. Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** Gram Vikas Sanstha's Arts College Bamkheda and Prasad Poly Products and Green Houses and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

INTENTIONALLY LEFT BLANK  
TO BOTTOM OF PAGE

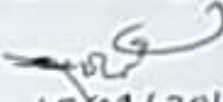
  
**COORDNATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada Dist Nandurbar


8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[Gram Vikas Sanstha's Arts College Bamkheda]

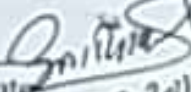
Dr. C.S. Karanke   
[Name and Title] Date 15/09/2017

**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar

Mr. S.S. Duthade   
[Name and Title]-Witness Date 15/09/2017

[Prasad Poly Products and Green Houses]

सौ. अशाबाई रमण पाटील  
[Name and Title] Date 15/09/2017  
[Mrs. Ashabai Raman Patil]

Mr. Anil M. Gaur   
[Name and Title]-Witness Date 15-09-2017



  
**COORDINATOR IQAC**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar



  
**PRINCIPAL**  
Gram Vikas Sanstha's  
Arts College Bamkheda T.T.  
Tal. Shahada, Dist. Nandurbar