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अनिल कुमार यादव
स्टाफ विद्यापीठ
साठ की अवायु का मार्च 2023
कलेक्टर परिसर, गाजीपुर

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Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered into on 27-Sep-2023 for implementation of skill development program in computer & Beauty and Wellness course & joint exploration and exploitation of opportunities arising in this domain by leveraging the relative expertise of the signatories

BETWEEN

Khardiha Mahavidyalya, Khardiha GHAZIPUR, a institution incorporated under the provisions of University Grands Commission Act, 1956 in clause 2(f) of sub-section 12 (B) having its registered office at Kardiha, Ghazipur, Uttar Pradesh-233233 India (hereinafter referred to as **KDC**), which expression shall unless contrary or repugnant to the context here be deemed to include its heirs, executors, administrators, representatives and assigns or successors in office as the **First Part**

Acting for all or part of the present MOU, directly or indirectly through **Dr. KUNWAR BHANU PRATAP SINGH , PRINCIPAL**

AND

Sakaldiha Post Graduate College, Sakaldiha, Chandauli an educational institution having its office at Sakaldiha, Chandauli (U.P) India 232109, which expression shall unless contrary or repugnant to the context here be deemed to include its heirs, executors, administrators, representatives and assigns or successors in office as the **Second Part**

Acting for all or part of the present MOU, directly or indirectly through **Prof. Pradip Kumar Pandey, PRINCIPAL**.

WITNESSES THAT

WHEREAS KDC & Sakaldiha P.G. College shall work jointly, as per the emerging need of the skill development in computer & Beauty and Wellness course under this MoU.

NOW THEREFORE, in consideration of the mutual understanding both the parties hereto agree to the following:

1.1 General Terms of MoU -

1.1.1 The MoU is a broad framework for both parties for implementation of skill development program in Computer & allied sector.

1.1.2 The MoU is not exclusive and does not preclude either party in collaborating with any other party/parties in the domains mentioned above.

1.1.3 Neither party shall engage into any discussion or relationship with any other party or person in respect of projects where understanding has been reached between them to work together.

1.1.4 The MOU shall not restrict either party from pursuing / undertaking any other project or business activity wherein no collaboration exists between them.

1.1.5 The present MoU is amenable for modification, as and when with regard to terms of reference, including scope of work, payment schedule, deployment of experts, and commensurate pricing for providing services as per the domain with mutual consent.

1.1.6 The present MoU will be in force initially for a period of three years from the date of execution and extendable by mutual consent in writing.

1.2 Aim of the Association –

1.2.1 The parties have agreed to collaborate for implementation of skill development program in computer & Beauty and Wellness course related activities. In Institution.

1.3 Nature of relationship –

The Parties to the MoU shall act as independent educational institution for all intents and purposes except otherwise provided in this MoU and agreed for the purpose of working for the subject as mentioned in the MoU.

1.3.1 Neither Party shall be entitled to use the trade name nor other information of the other Party for any other purpose except for the purpose of the Projects as intimated to each other either through mail or written documents.

1.3.2 Neither Party shall, without obtaining prior written consent of other Party (i) act for or on behalf of the other Party (ii) execute, sign, or otherwise enter into any contract for or on behalf of the other Party (iii) make any representation, warranty, covenant or promise for or on behalf of the other Party nor (iv) employ or authorize any sub-Consultant to perform the obligations set forth herein.

1.3.3 Each Party shall be responsible for complying with applicable laws.

1.3.4 Neither Party shall be entitled to assign its obligation and duties under the MoU to any other party without prior written consent of the other Party.

1.4 Project Management Structure and Detail Role

1.4.1 It is agreed between the Parties that the basic infrastructure (e.g. training Content, IT equipment etc.) related to skill development for computer & Beauty and Wellness shall be setup by KDC. Sakaldiha P.G.College shall provide the

building, Water and electricity for setting up the facilities. However, each party alone shall be responsible for the correctness and accuracy of information / documents provided by it for the purpose. The third party client will be responsible to provide land water and electricity if KDC and S.P.G.C jointly provide the solution to it

1.4.2 **S.P.G.C** shall be responsible for day to day operations and with technical support from KDC.

1.4.3 **KDC** along with **S.P.G.C** shall organize the training of the trainers (ToT) for training of students and end other candidates.

1.4.4 **KDC** along with **S.P.G.C** shall-undertake Master trainer programs at Khardiha Mahavidyalya, for the programs as requested by KM time to time.

1.4.5 **KDC** will assist **S.P.G.C** in certification and assessments, of the students under this skill development program.

1.4.6 **KDC** will assist **S.P.G.C** in implementation of recognition of prior learning schemes and allowing students for vertical mobility into degree programs

1.4.7 **KDC** shall support **S.P.G.C** in organizing placements, internships, apprenticeship, on the job training, industry visits in collaboration with its various associates and partners

1.4.8 **KDC** along with **S.P.G.C** shall jointly explore the opportunity related to Research projects, corporate training programs, online and distance programs or management development programs through their connects and relationships.

1.4.9 **KDC** along with **S.P.G.C** will execute all the events jointly in Ghazipur and any other area as decided with mutual consent.

1.4.10 S.P.G.C shall provide Building and Rooms for setting up workshop or laboratory to **KDC**.

1.4.11 Each party shall be severally responsible for mobilizing resources including requisite manpower and infrastructure to effectively and efficiently accomplish its committed roles and responsibilities.

1.5 Basis of Sharing Expenditure and Remuneration

1.5.1 Each Party shall bear its costs associated with or relating to the work and for satisfactory performance of its obligations as defined and agreed to on mutual consent, on case-to-case basis.

1.5.2 S.P.G.C will pay to **KDC** for training, certification and assessments, as per Payment terms mutually agreed between the both the parties on case to case basis.

1.5.3 All payments shall be subject to deduction of tax at source as per prevailing Indian Income Tax Laws.

1.5.4 Each party shall severally be responsible for execution and satisfactory completions of its part of work as on mutual consent, on case-to-case basis.

1.5.5 All contractual obligations, responsibility, and liabilities financial or otherwise in respect of the project shall be joint except those resulting because of

1 Breach of terms and conditions of this MoU or

2 Failure of either party in execution and satisfactory completion of its part of work

1.6 General Terms and Conditions

1.6.1 **GOVERNING LAW:** This MoU shall in all respects be construed in accordance with the laws of India, as amended from time to time, and in the event of conflict between the provisions of this MOU and the said law, the latter shall prevail.

1.6.2 **FORCE MAJEURE:** Neither of the Parties shall be held in default, in the performance of obligations under this MoU, in such circumstances of Force Majeure, that is to say, circumstances shall include, but without limitation to war, civil commotion, riots, acts of God, Government action. In the event of Force Majeure, the Parties to the MOU undertake to consult each other.

1.6.3 **SETTLEMENT OF DISPUTES:** All Parties agree to settle amicably all disputes arising out of or concerning this MoU. In the event of the Parties failing to amicably resolve any dispute in the foregoing manner, the Parties agree to settle the dispute in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration would be Ghazipur.

1.6.4 **WAIVER:** The waiver by any Party of any breach of any terms of this MOU shall not prevent the subsequent enforcement of that particular term and shall not be deemed to be a waiver of any subsequent breach.

1.6.5 **TOTALITY:** This MoU embodies the entire understanding of the Parties, and there are no promises, terms, conditions, or obligations, oral or written, express or implied, other than those contained herein, and no variation, modification or alteration of any of the provisions of this MoU shall be binding on either Party unless mutually agreed and reduced to writing and signed by them or their duly authorized representatives as amendment to this MoU. This MoU also supersedes

all previous communication and other MOUs between the Parties, whether written or oral, for this Contract / Project.

1.6.6 CONFIDENTIALITY: The Parties shall be under obligation not to disclose any information of terms of this MoU to any third Party except wherever the information or documents have to be shared or disclosed for successful execution of the project. All documents and information exchanged between the Parties, for the purpose of this Contract / Project, shall be treated as strictly confidential by the other Parties and shall not be shared with any outside agency, except with the Owner of the Project and to the extent required to be advised to the Owner in accordance with the terms of the Contract / Project.

1.6.7 INDEMNITY: Each Party (Defaulting Party) shall individually indemnify, defend, and hold harmless the other Party, its directors, officers, shareholders, agents and employees from and against any and all liability, claims, demands, damages, losses, and costs or expenses, including but not limited to reasonable attorney's fees and costs, for which Defaulting Party is determined to be legally liable resulting from (i) errors, omissions or wilful misconduct made by the Defaulting Party, its directors, officers, agents, employees or assigns in the course of performance of Services hereunder or in any way related to this MoU, (ii) the breach of this MoU by the Defaulting Party, (iii) any claim, action, suit or proceeding alleging Defaulting Party's infringement on any right, interest or intellectual property of any third party in connection with the deliverables, information, reports or products hereunder provided by the Defaulting Party.

1.6.8 NOTICES: Any notice required pursuant to this MoU shall be given in writing and shall be delivered by hand under acknowledgment or sent by email to the Party at the address appearing in the beginning of this MoU with mutual consent.

1.6.9 TERMINATION OF MOU: This Memorandum of Understanding shall terminate upon the arrival of the first of the following events:

- a) In the event that the parties enter into an agreement, which shall supersede this MOU.
- b) By mutual written agreement between the Parties to this MoU.
- c) in writing within 15 days of informing by either of the party

1.6.10 MISCELLANEOUS / LIABILITY

In no event shall the Parties to this MOU have any obligation or liability to the other nor shall any remedy be available to the other Parties, except as expressly written herein and in no case limited liability not extending beyond fee sharing/ individual

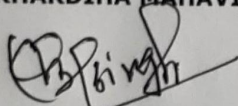
scope of services/ mandate as the case may be & no liability if we do not get the mandate.

No Party shall be liable to the other Party / Parties for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one Party or otherwise.

The name of any Party may be used by other Party / Parties in its Proposals / Submissions with the express permission of the Party concerned. The Party whose name is proposed to be used shall have the opportunity to review & retain a copy of the Proposal/ Submission before according permission for use of its name in the said Proposal / Submission.

IN WITNESS WHEREOF the Parties have executed this MoU on 27-Sep-2023 and have caused this Memorandum of Understanding (MoU) to be signed on their behalf in the manner set out below:

Signed on behalf of: **KHARDIHA MAHAVIDYALYA, KHARDIHA (KDC)**

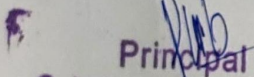


Name: Dr. Kunwar Bhanu Pratap Singh

Designation: PRINCIPAL.

प्राचार्य
खरडीहा महाविद्यालय, खरडीहा
गाजीपुर

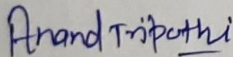
Signed on behalf of: **SAKALDIHA POST GRADUATE COLLEGE (S.P.G.C)**



Name: Prof. Pradip Kumar Pandey

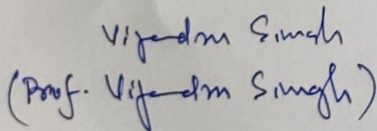
Designation: PRINCIPAL.

Sakaldiha P.G. College
Sakaldiha, Chandauli



Witness 1: **Dr. Anand Kumar Tripathi**

Witness 2:



Vijendra Singh
(Prof. Vijendra Singh)