



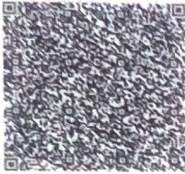
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Date: - 12-04-2024

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GOVERNMENT DEGREE COLLEGE-TEKKALI

Old N.H.5 Road, Tekkali.532203, Srikakulam, (Dist), Andhra Pradesh

And

CMS LABORATORIES INDIAN PVT LTD

(An Exclusive Pharmaceutical Skill Development Training Institute),

47-10-50, 3rd Floor, Above Union Bank, 4th Lane, Dwaraka Nagar, Visakhapatnam -
530 016

FOR

INTERNSHIPS, PLACEMENTS, R&D SERVICES AND RELATED SERVICES.



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 12th April Two Thousand and Twenty-four (12-04-2024), by and between

GOVERNMENT DEGREE COLLEGE-TEKKALI Old N.H.5 Road, Tekkali.532203, Srikakulam, (Dist), Andhra Pradesh represented herein by its Principal Dr.T.Govindamma, (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

G.JagadeeswaraRao, Managing Director –CMS LABORATORIES INDIAN PVT LTD., (CMS LABORATORIES), Dwarakanagar, Visakhapatnam, (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')
WHEREAS:

A) First Party is a Higher Educational Institution named:

GOVERNMENT DEGREE COLLEGE-TEKKALI N.H.5 Road, Tekkali.532202, Srikakulam, (Dist), Andhra Pradesh
First Party & Second Party 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.

- B) Research. The Parties intend to cooperate and focus within the area of Skill Based Training, Education and Placements of the Trained Candidates.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) Name of Firm: CMS LABORATORIES INDIAN PVT LTD., (CMS LABORATORIES), the Second Party is engaged in the Pharma training (AR&D training, QC training, QA training, HPLC training and FR&D training), Consultancy services, testing of pharma samples and corporate training.
- E) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN
THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

1.1 CO-OPERATION

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 suitable teaching/ training systems, keeping in mind the needs of the industry.

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

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness in any industry. 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.

2.1 Curriculum Planning & Implementation: Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Service Sector Training & Visits: Service Sector and Institution interaction will give an insight into the latest developments and requirements of the industries. The Second Party will permit the Faculty and Students of the First Party to participate in Service sector training Programs. The Business 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 into a career. The Second Party will provide its Offices Labs/Workshops/training Sites for the hands-on training of the learners enrolled from the First Party.



2.4 Research and Development: Both Parties agreed to carry out the joint research activities in the fields of Education Non-Profit, Technology and other related activities.

2.5 Skill Development Programs: Second Party will train the students of First Party on the emerging technologies in order to bridge the skill gap and make them career ready.

That student will be provided pro-active hands-on real-world training in various life cycle aspects of a Business. They include - Business Development, Operations, Strategy, Communication, Branding, Financial management, Fund raising, Marketing, Community and public relations, people and Process management skills. In addition, students will pick up on digital technologies and data management skills in general and Edtech skills in specific.

2.6 Guest Lectures: Second Party will extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and market needs.

2.7 Internships: Second party facilitate the students with the on-field internship which is designed as per the new education policy guidelines and train them with the proficient skills.

2.8 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the Service/Technology requirement considering the National Occupational Standards in the concerned sector, if available.

2.9 Placement of Trained Students: Second Party will actively engage to help the training of students of the First Party into internships/jobs; and will facilitate placements for at least some of the students. The Second Party may absorb ideal candidates trained and willing to join their firm.

2.10 Both Parties will try to obtain internal approvals and training requirements 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 GOVERNMENT DEGREE COLLEGE-TEKKALI, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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, copyrights and designs) of the other Party.



CLAUSE4 VALIDITY

This Agreement will be valid 3 years from date of signing then after until it is expressly terminated by either Party on mutually agreed terms, during from signing period CMS LABORATORIES INDIAN PVT LTD., (CMS LABORATORIES), the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, 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

It is expressly agreed that GOVERNMENT DEGREE COLLEGE-TEKKALI, Old N.H.5 Road, Tekkali.532203, Srikakulam, (Dist), Andhra Pradesh and CMS LABORATORIES INDIAN PVT LTD are acting under this MOU as independent entities, and the relationship established under this MOU shall not be construed as an exclusive 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.

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.

The Placement Park Terms & Conditions:

Since the second party is willing to provide field level internships to students, it is a mandatory requirement for it to provide a safe and secure working atmosphere.



Students of the college shall be exclusively involved in internship (teaching) related tasks only. They should not be instructed with any task which does not contribute to skill up gradation
Both Parties agree to the terms of the MOU and sign as below.

For GOVERNMENT DEGREE

COLLEGE-TEKKALI

PRINCIPAL

(Dr.T.Govindamma)


AUTHORISED SIGNATORY

For CMS LABORATORIES

INDIAN PVT LTD

MANAGING DIRECTOR

(Mr .G.Jagadeeswara Rao)


AUTHORISED SIGNATORY

First Party	Second Party
GOVERNMENT DEGREE COLLEGE- TEKKALI Old N.H.5 Road,Tekkali.532203, Srikakulam, (Dist),Andhra Pradesh	CMS LABORATORIES INDIAN PVT LTD # 47-10-50, 3rd Floor, Above Union Bank, 4th Lane, Dwaraka Nagar, Visakhapatnam -530 016
Contact Details - 9542455385	Contact Details -8919168131 7330858131
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https://gdctekkali.ac.in/	www.cmskillcenter.com