# MEMORANDUM OF UNDERSTANDING (MoU)

#### BETWEEN

Govt. Degree College, TEKKALI, Srikakulam, AP.

&

Sri Bhavani Electronics, Tekkali, Srikakulam Dist., AP.

**FOR** 

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS AND RELATED SERVICES

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the Tuesday of March, 2020 by and between

Govt. Degree College, Tekkali, the First Party represented herein by its Name of Competent Authority / Representative (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

Sri Bhavani Electronics, Tekkali, Srikakulam, the Second Party, and represented herein by its Zonal / Divisional Head, Name of Competitive Authority / Representative, (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') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) Govt. Degree College, Tekkali, Srikakulam Dt. A. P.
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training.
- D) Both Parties, desire to sign this MoU for advancing their mutual interests.
- E) Sri Bhavani Electronics, Tekkali, Srikakulam, the Second Party is engaged in Beautician training and service.

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

FIRST PARTY

PRINCIPAL

GOVT. DEGREE COLLEGE

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SECOND PARTY
SRI BHAVANI ELECTRONIC ...
KACHERI STREET.

### 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 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 by acting as ambassadors to promote the industry.

#### SCOPE OF THE MoU

- 2.1. 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: 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 professional scenario meaningfully.
  - 2.3. **Skill Development Programs:** Second Party to train the students of First Party on skills needed for the profession of a beautician.
  - 2.4. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party skills required for the profession of a beautician.
  - 2.5. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
  - 2.6. There is no financial commitment on the part of the first party i.e. Govt. Degree College, Tekkali, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately. The MoU is initially for a period of 5 years and will be extended for another period of 5 years based on mutual understanding and in any event if the both parties disagree to extend / terminate the MoU, it will be with mutual consent without any legal issues

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SECOND PARTY

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# INTELLECTUAL PROPERTY

3.1 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.

#### VALIDITY

- 4.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Sri Bhavani Electronics**, **Tekkali**, **Srikakulam**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Sri Bhavani Electronics**, **Tekkali**, **Srikakulam** 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

## RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

First Party

PRINCIPAL GOVT. DEGREE COLLEGE TEKKALI-532 291 Second Party
SRI BHAVANIE
KACHERI S.

#### AGREED:

For: Govt. Degree College, Tekkali For: Sri Bhavani Electronics, Tekkali

Authorized Signatory
GOVT. DEGREE COLLEGE

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SRI BALMONIZED SIGNATORY OF THE KACHERI STREET.

GOVT. DEGREE COLLEGE TEKKALLASIZ 201 TEKKALLASIZ 201 TOTAL COLLEGE TOTAL	Name of Trade: Sri Bhavani Electronics,
Name of Institution: Govt. Degree College,	Tekkali
Tekkali.	Charmi Electronics
Address: Old NH5 road, Tekkali – 532 203.	Address: Stil Bhavani Electronics Kacherii Street. Tekkali
Contact details:6300908394	Contact details: 9505701238
	E-mail:
E-mail: tekkali.jkc@gmail.com	L. Harris
	Website:
Website: http://gdctkl.org	

Witness 1: A Ros Gas

Witness 2: March

Witness 3:

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Witness 4