

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**KONKAN GYANPEETH RAHUL
DHARKAR COLLEGE OF PHARMACY
AND RESEARCH INSTITUTE, KARJAT**

AND

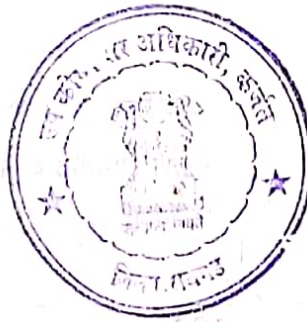
**UTTUNG BHARARI TRAINING
ACADEMY**



महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 23rd day of - August - Two Thousand Twenty One (23.10.2021),

BETWEEN

Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute, Iadiwali Village, Karjat, Maharashtra 410201 represented herein by its **Dr. Mohan K. Kale** (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

Uttung Bharari Training Academy, Shree Sai Krupa, 101, Sudhir Complex, S.N. Road, Mulund (W), Mumbai 400080, and represented herein by its Founder, **Mr. Nitin Baburao Patil**, (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')

M. Kale

N. Patil



UTTUNG BHARARI TRAINING ACADEMY
Shree Saikrupa, B-101, Sudhir Apartment,
S. N Road, Mulund (West), Mumbai - 400080

WHEREAS:

- A) First Party is a Higher Educational Institution named:
Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute.
- 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, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Uttung Bharari Training Academy** – The Second Party is engaged in empowering the individuals to overcome challenges with positive attitude.
- F) **Uttung Bharari Training Academy** –The Mission of Uttung Bharari Training Academy is to empower the individuals to overcome their challenges, clear their limits of beliefs and with positive attitude, confidence, result oriented actions and consistency. Lead them to path of success. Due to influx of technology and AI the world is moving at warp speed. Due to this evaluation of technology, this big blue marble has turned into a global village. This means unlike earlier times now the students are contending with not only with local counterpart but the entire planet. The competition has become world centric, so with their expansion of the horizon, the marathon has also intensified. Therefore along with formal education, today's students are need to train in all essential life skill to overcome this competition on and challenges which will help them to Surge ahead in life.

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



AB Patil

[Signature]

UTTUNG BHARARI TRAINING ACADEMY
3 Saikrupa, B-101, Sudhir Apartment,
Road, Mulund (West), Mumbai - 400080

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 suitable teaching / training systems, keeping in mind the needs of the industry, 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 technological up-gradation, innovation and competitiveness of an 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.



M. Patil

M. Patil

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- 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 industrial scenario meaningfully.
- 2.3 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



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N Road, Mulund (West), Mumbai - 400080

CLAUSE 3 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.

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 **Uttung Bharari Training Academy**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Uttung Bharari Training Academy**, 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 **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.

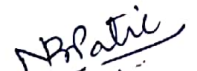


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Uttung Bharari
UTTUNG BHARARI TRAINING ACADEMY
S-101, Sudhir Apartment,
Kandivli (West), Mumbai - 400060



First Party
Dr. Mohan K. Kale



Second Party
Mr. Nitin B. Patil

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 Karjat.



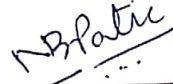
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AGREED:

For
KGRDCP&RI, KARJAT

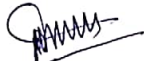
For
Uttung Bharari Training Academy




Authorized Signatory
PRINCIPAL
KONKAN GYANPEETH
RAHUL DHARKAR COLLEGE OF PHARMACY
AND RESEARCH INSTITUTE, KARJAT 410201

Authorized Signatory

Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute	Uttung Bharari Training Academy
Konkan Gyanpeeth Shaikshnik Sankul, Vengaon Road, Dahivali - Parade, Post-Tiware, Tal- Karjat, Dist- Raigad 410201 M.S.	Shree Sai Krupa ,101, Sudhir Complex, S.N. Road, Mulund (W), Mumbai 400 080
Contact Details:-9970070562	Contact Details:7738000376
E-mails: kalemkpharm@gmail.com	E-mails: positivenitin1@gmail.com

Witness1: 
Ajay A Kharche

Witness2:

Witness3: 
Dr. Vaishali Jadhav
HOD/Assistant Professor

Witness4:



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