

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 84AA 453975

उप कोषागार अधिकारी आंबेगाव

16 JAN 2024

उप कोषागार अधिकारी आंबेगाव

(सदरचा मुद्रांक ज्या कारणासाठी खरेदी केला आहे. त्या कारणासाठी खरेदी केल्याच्या तारखेपासून ६ महिन्यात वापरला नसल्यास बेकायदेशीर राहील.)

अनु.क्र. 9ECEE दिनांक 9/1/2024 रक्कम 100

मुद्रांक कोणत्या कारणासाठी वापरावयाचा आहे.---------

मुंबई मुद्रांक अधिनियम, १९५८ चे अनुच्छेद क्र. Principal---------

मुद्रांक धारकाचे संपूर्ण नाव- Annasaheb Awate Art's Commerce, &

संपूर्ण पत्ता---------Hutatma Babu Genu Science College,
Manchar Tal.Ambegaon, Dist.Pune

हस्ते व्यक्तीचे नांव व पत्ता---------

मुद्रांक धारकाची / हस्ते व्यक्तीची सही / अंगठा

श्री.विठ्ठल मारुती पाचपुते
परवाना धारक मुद्रांक विक्रेता,प.क्र.२२०२००५
परवान्याची मुदत दि.३१ मार्च २०२५
मोरया मार्केट, लक्ष्मी रोड, हॉटेल विसावाच्या मागे, पुणे ३० (सदर ला आडनाव पाचपुते असे वाचावे)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Rayat Shikshan Sanstha's,

Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College, Manchar,

Tal: Ambegaon, Dist. Pune (Maharashtra)

&

MAGS-IATRC Research and Training Pvt. Ltd.

Bhosari, Pune-411026

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the....

BETWEEN

Rayat Shikshan Sanstha's, Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College, Manchar, Tal: Ambegaon, Dist. Pune (Maharashtra) established in 1966, affiliated to Savitribai Phule Pune University, PUNE (Maharashtra)-410 503. 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

MAGS-IATRC Ressearch and Training Pvt. Ltd., Mukta Heights ,Plot J 151/152, Gavali Mata, Near Quality Circle,Nigadi- Telco Road, Bhosari, Pune 411026 **,, the Second Party**, and represented herein by its **Director, Dr. Sandesh Kate and Mr Govind Desphande**, (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 andassigns).

(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: **Rayat Shikshan Sanstha's, Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College, Manchar, Tal: Ambegaon, Dist. Pune (Maharashtra).**

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 intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.

ANNASAHEB AWATE COLLEGE MANCHAR

D) Both Parties, being legal entities in themselves, desire to sign this MOU for advancing their mutual interest.

E) **MAGS-IATRC Reseach and Training Pvt. Ltd.** – the Second Party, is engaged in Industrial Analytical Training , Skill Development, Education and R&D Services in the fields of **Chemistry, Pharmaceutical Science and its related fields.**

F) **MAGS-IATRC Reseach and Training Pvt. Ltd** Mukta Heights ,Plot J 151/152, Gavali Mata, Near Quality Circle, Bhosari, Pune 411026 , the Second Party is promoted by **Dr. Sandesh Kate, Mr Govind Deshpande**; Nigadi- Telco Road, Bhosari, Pune 411026 **and** its Industrial Analytical Training , Skill Development, Education and R&D Services in the fields of Chemistry, Pharmaceutical Science and its related fields.

G) 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 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 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 SecondParty.



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.

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 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial 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 working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and support for placement of students of the



First Party into internships/jobs,as per Policy.

2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Chemistry, Pharmaceutical Science and its related fields.**

2.6 **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.

2.7 **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.

2.8 **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 the concerned sector, if available.

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

2.10 There is no financial commitment on the part of the **Rayat Shikshan Sanstha's, Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College, Manchar, Tal: Ambegaon, Dist. Pune (Maharashtra)** 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

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.

ANNASAHEB AWATE COLLEGE * MANCHAR *

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 **MAGS-IATRC Reseach and Training Pvt. Ltd.**, 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 **MAGS-IATRC Reseach and Training Pvt. Ltd.**, the Second Party after the 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 the **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 otherParty.

First Party Second 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. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Pune.**

ANNASAHEB AWATE COLLEGE MANCHAR

AGREED:

For **Rayat Shikshan Sanstha's**
Annasaheb Awate College Manchar,
Tal- Ambegaon, Dist-Pune, 410503

Dr. N. S. Gaikwad
Principal
Authorized Signatory

Principal
Annasaheb Awate College
Manchar, Dist. Pune

For **MAGS-IATRC Reseach and Training Pvt. Ltd.**
BHOSARI , Pune -26

Dr. Sandesh Kate
Director
Authorized Signatory

Rayat Shikshan Sanstha's, Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College,	**MAGS-IATRC Reseach and Training Pvt. Ltd.** **BHOSARI , Pune -26**
Manchar, Tal: Ambegaon, Dist. Pune (Maharashtra)	Mukta Heights ,Plot J 151/152, Gavali Mata, Near Quality Circle,Nigadi- Telco Road, Bhosari, Pune 411026
Contact Details: Dr A. A. Kale, HOD Chemistry 9922753472 Dr. santosh shinde 9762952451	Contact Details: Dr. Sandesh Kate +91 9763140625 Mr Govind Deshpnade 9860450090
E-mails: aac.manchar@gmail.com anandraoakale@gmail.com	E-mails: mags.iatrc@gmail.com sandesh.kate@mags-lab.com, govind.deshpande@mags-lab.com
Web: https://aacmanchar.edu.in/	Web: www.mags-labs.com

Witness 1: Dr A. A. Kale, **Rayat Shikshan Sanstha's,** **Annasaheb Awate Arts, Commerce and Hutatma Babu Genu Science College**	Witness 2: Mr. Govind Deshpnade **MAGS-IATRC Reseach and Training Pvt. Ltd.** **BHOSARI , Pune -26**