

SI.No 2-24 Date 2-2/03/2017 100/-Sold to Y. ASMOK SO. Y. SANGAIAM For whom Bert Rlo. Hod

BUNGACH B. UPENDER REDDY Licensed Stamp Vendor L.No. 15-12-017/2011 R.L. No. 15-12-014/2017 Shop in H.No. 28-43, Vinayak Magar, Malkajgiri, Medchal Dist-500 056 Cell: 9640608978

#### MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING between BHAVAN'S VIVEKANANDA COLLEGE OF SCIENCE, HUMANITIES AND COMMERCE an academic institution offering UG & PG courses, having its contact address at Defence Colony, Sainikpuri, Secunderabad – 500094, Telangana State represented by its Principal Prof. Y. Ashok, here in after referred to as Bhavan's Vivekananda College of Science, Humanities and Commerce which expression shall include its successors

And

National Small Industries Corporation – Technical Service Centre A Government of India Enterprise under Ministry of MSME office at Electronic Complex, Kamala Nagar, Kushaiguda, Hyderabad -62 referred to as NSIC – TSC – Hyderabad.



National Small Industries Corporation राष्ट्रीय लघु उचोग निगम लिमिटेड

#### NSIC – Technical Services Centre, Hyderabad

The Prime Objective of MOU is to make the students more employable under campus to <u>Company (C2C) Programme</u> by way of providing Training and Job oriented skill development courses to be conducted by NSIC –TSC at its premises in Hyderabad.

- One Day Training: NSIC TSC, Hyderabad to conduct Training, a non residential program with minimum batch of 60 students of B.Com (Hons)/ Computers/ General for first year, accordingly.
- 2. Tally Package 1 Day Programme
- 3. Fee payable in DD/ cheque drawn in favor of NSIC TSC, Hyderabad. The list of candidates to undergo training at your centre will be sent with a letter from the college along with the DD/ cheque addressed to Dy.General Manager and Centre Head, NTSC Hyderabad, according to the discipline and batch size.
- 4. Successful candidates will be offered a certificate by NSIC.
- The candidates will forfeit their certificate, failing to maintain punctuality and attendance. The candidates shall submit a copy of report at the end of the training programme.
- Fee chargeable will be finalised with mutual consultation by both the parties, one month before the commencement of the course.
- 7. NSIC will provide course material and Certificates to the students of Bhavan's.
- 8. NSIC -TSC, Hyderabad to assist
  - 8.1 The Department in providing placement opportunities to students by allowing them to job mela conducted at NSIC, Hyderabad.

- 8.2 The department in designing an effective syllabus which supports industrial needs and helps students in meeting the employment requirements.
- 8.3 The Department in conducting seminars and workshops.
- 8.4 In designing and establishing new labs or renovating and upgrading the old labs by providing necessary guidance.
- 9. The validity of this MOU is till March, 2018, and can be withdrawn by the either parties with a notice of one month.
- 10. This memorandum of Understanding comes into existence on the \_\_\_\_\_\_ day March month of 2017.

For

Bhavan's Vivekananda College

**NSIC Technical Services Centre** 

Signature

Principal (Dr. Y. ASHOK) PRINCIPAL Bhavan's Vivekanenda College of Science Humanities & Commerce Salnikpuri, R.R. (Dist.)

Signature

Witness

**General Manager** U.VENKATACHALAPATHI General Manager NSIC-TSC HYDERABAD

Witness





1. A M LINS). 2. New (VANJ: Harfanahalli) (M.V. Someleichen) Chrifmange, are retor to c. Ind. Date: 23/03/2017





#### Memorandum of Understanding

Between

"Bhavan's Vivekananda College of Science, Humanities and Commerce" Sainikpuri, Secunderabad.

#### AND

National Small Industries Corporation – Technical Services Centre (NSIC – TSC), Hyderabad

December 20, 2018





#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on December 20<sup>th</sup>, 2018 at Hyderabad.by and between:

NSIC-Technical Services Centre (herein after referred as "NSIC-TSC"), one of the technical centres of National Small Industries Corporation, ECIL Post, Kushaiguda, Hyderabad (A Government of India Enterprise under the Ministry of MSME), having its registered office at NSIC, Bhawan, Okhla Industrial Estate, New Delhi-110020, which expression, unless repugnant to the context, shall mean and include its successors, assigns and authorized representative of First Part.

AND

"Bhavan' s Vivekananda College of Science , Humanities and Commerce, Autonomous College - Affiliated to Osmania University having its campus at Sainikpuri ,Secendrabad-500094 acting through its authorized signatory, Prof.Y.Ashok, Principal, Bhavan's Vivekananda College(herein after referred to as "BVC") which expression, unless its repugnant to the context shall mean and include its successors and permitted assigns of the Second Part.

Both shall hereinafter be collectively referred to as the "Parties" and individually be referred to as the "Party".





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### ARTICLE 1 PURPOSE

- a) NSIC-TSC is one of the Technical Centres of NSIC, engaged in imparting industry centric, demand oriented training for skill / entrepreneurship development to address the demand of skilled manpower in the industry. Also NSIC-TSC is offering services to the industries through their NABL accredited laboratories.
- b) BVC, is an academic Institution providing steady source of talent to the nation and abroad by offering technical education in different areas.
- c) NSIC-TSC & BVC are desirous to work together for imparting skill through training program(s) to the students engaged with BVC in the campus of NSIC-TSC with an aim to address the skill requirements by the industry.

#### ARTICLE 2 AREAS OF COLLABORATION

- a) NSIC-TSC and BVC shall finalize jointly the details of training program(s) including their curriculum and training delivery plan for each of the training program(s) with an objective to impart training to the students engaged with BVC.
- b) The training to the students of BVC shall be imparted in the campus of NSIC-TSC and students of BVC directly shall pay the training fees including applicable taxes to NSIC-TSC.



## ARTICLE 3 ROLES AND RESPONSIBILITIES OF BVC

- BVC shall place their request to NSIC-TSC to provide the details of training programs with topics covered in each training program for the training programs those are running in the campus of NSIC-TSC.
- BVC shall examine the details of training programs provided by NSIC-TSC and share the said details of training programs along with the topics covered in individual training program, training fees etc. with their students.
- 3. In case the students of BVC desires to opt for the training on customized training course covering different topics other than the topics covered under regular training course, the BVC shall inform to NSIC-TSC with the details of requirement of students with a request for the submission of details along with confirmation.
- After the receipt of consent from NSIC-TSC for imparting training on regular/ customized training program, BVC shall facilitate their students through counselling to select the training course from the details of training courses provided by NSIC-TSC.
- BVC shall prepare the list of students' vis-à-vis their consent for training course, topics to be covered in individual training program, schedule of training program & training fees including applicable taxes to be paid by students of BVC and submit to NSIC-TSC for their onward planning.
- BVC further advise their students to report in the campus of NSIC-TSC on the day of training along with fees of training, as per the schedule of training informed by NSIC-TSC.

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- BVC shall advise the students to deposit the fees along with tax at NSIC-TSC prior to the commencement of training course.
- BVC shall clearly inform their students about the training programs conducted by NSIC-TSC is non-residential.

## ARTICLE 4 ROLES AND RESPONSIBILITIES OF NSIC-TSC

- NSIC-TSC shall provide the list of ongoing training programs in the campus of NSIC-TSC with the topics to be covered in each training program, duration of training course, fees with applicable taxes, schedule etc to BVC.
- In case BVC desires tailor made training programs to be conducted by NSIC-TSC, the details of topics to be covered in customized training shall be forwarded to NSIC-TSC for their confirmation.
- NSIC-TSC shall confirm with their consent to carry out the selected regular/ customized training programs BVC after accessing the inputs availability at NSIC-TSC.
- 4. After the receipt of details from BVC like number of students with their consent on the specific training course(s), topics to be covered, duration of training course and fees to be paid by student to NSIC-TSC campus, NSIC-TSC shall submit their confirmation to execute the training to the students selected/referred\_by BVC.
- NSIC-TSC shall ensure the resources to be in place prior to the schedule of training for imparting training on the specific training courses those selected by students by BVC.

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- 6. NSIC-TSC shall collect fees with requisite taxes in advance or latest by first day of commencement of training program along with applicable taxes from students of BVC and shall not share any part of training fee with BVC. The fees collected once shall not be refunded/ adjusted for any reason.
- NSIC-TSC shall share the training plan (day to day lesson plan) to the students of BVC on the first day of their joining the training course.
- NSIC-TSC shall carryout the assessment of students and issue certificate with joint signature of BVC and NSIC-TSC to the successful trainees.
- NSIC-TSC shall allow BVC officials to visit the area where the training courses for the students of BVC will be conducted.
- 10. NSIC-TSC shall place the record of successful trainees with the placement cell to facilitate the trainees for job placement.
- NSIC-TSC shall only be responsible to monitor the trainees during their presence in its premises. In case of any indiscipline/continued absenteeism, the same shall be reported to BVC for their onward action.

#### ARTICLE 5 AMENDMENT

- Either Party may request in writing, an amendment of all or any part of this Memorandum of Understanding. Any amendment to this Memorandum of Understanding agreed by the Parties will be in writing and signed by the Parties and will form part of this Memorandum of Understanding.
- 2. Such amendment will come into operation on such date as

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may be mutually determined by the Parties.

## ARTICLE 6 ARRANGEMENTS WITH OTHER PARTIES

- This Memorandum of Understanding does not preclude either Party from entering into any similar arrangement with any other party.
- Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so as to constitute either party as the agent of the other.
- 3. Notwithstanding anything contained in the Memorandum of Understanding, where the implementation of this Memorandum of Understanding affects any party's rights and interests with respect to its national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy of documents, information and data, that party may undertake appropriate steps or consultation to insure that its rights and interests are protected and safeguarded.

#### ARTICLE 7 CONFIDENTIALITY

 Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

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 Both Parties have decided that the provisions of this Article will continue to be binding among the Parties, Participants notwithstanding the termination of this Memorandum of Understanding.

## ARTICLE 8 NOTICE

- During the tenure of MOU, BVC and NSIC-TSC hereto may terminate the MOU, either for breach of the terms and conditions of the MOU or otherwise by giving 30 days advance written notice to the other party provided that terminations shall not affect the completion of ongoing training course.
- Any notice, approval, consent, request or other communication required or permitted to be given or made under this Memorandum of Understanding will be in writing in the English language and will be served or delivered to the office address of individual party as placed in this MOU.

## ARTICLE 9 LEGAL EFFECT

- This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create any legal binding or enforceable obligations.
- 2. This MOU shall not constitute the appointment of either party as the legal representative of agent of the other party. No party to this MOU shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party to this MOU and except as specifically and expressly

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provided in this MOU.

#### ARTICLE 10 COORDINATING OFFICER

The Parties will appoint a coordinating officer within their respective organizations, who will be responsible for follow up and coordination of the matters relating to this Memorandum of Understanding

## ARTICLE11 USE OF LOGO

No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.

## ARTICLE 12 DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute to be resolved amicably by the executants of the MoU, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment Act) 2015. The Arbitrator will be appointed with the consent of both the parties. The decision of the 'Arbitrator' will be final and binding on both the parties. The venue of arbitration at NSIC-TSC, Kamalanagar, Hyderabad. The Proceedings of the arbitration should be in English.

#### ARTICLE 13 FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

**ARTICLE 14** 

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#### DURATION

The MOU shall be effective from the date of signing and it shall remain in effect for a period of one year. It may be renewed thereafter by mutual written consent.

The parties herein have agreed and signed this document on this 20<sup>th</sup> December,2018 as per our clauses.

20/12/18 For and on behalf of For and on behalf of Bhavan's Vivekananda NSIC- Technical Services Center, College of Science, Hyderabad. Humanities and Commerce, प्रभु राज ए.ची/A.B. PRABHU RAJ Sainikpuri, Secunderabad. भूत प्रभाष / General Manager प्रमुद्दीय लघु उच्चोप निगप क्रिप्टिंड N. The Rational Small industries Corporation Limited PRINCIPAL BRAMANES VIVEKANANDA COLLEGE A Govt of India Enterprise) under Ministry of MSME নকলীকী ইয়ে কল্প/Technical Services Centre THENGE, HUMANTHES & COMMERCE Edviard/Hyderabad 00062 1210 8 9 Witness:-Witness:unditurt 1. Dr. Vani Harpanahalli) ET. Huthu Kumasian 7 2. 2. (M. Thirmal Ras) Place: Hyderal Date: 20/12/2018. Page 9 of 9



(Founded in 1938 by Kulapati Dr. K.M. Munshi)

# BHAVAN'S VIVEKANANDA COLLEGE

of Science, Humanities & Commerce

Estd 1993 AFFILIATED TO OSMANIA UNIVERSITY AUTONOMOUS COLLEGE

SAINIKPURI, SECUNDERABAD - 500 094. Ph : 27111611, 27115878

Date :

BVC/MOU/2018

20/12/2018

To, The General Manager, National Small Industries Corporation, Technical Services Centre (Govt. of India Enterprise), Khusaiguda, Electronic Complex Kamalanagar, Hyderabad - 500 062.

Dear Sir,

Sub : Enrolling students for various training program at NSIC-Signing of MOU with NSIC – Technical Services Centre – Regd.

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With reference to the subject cited above, Bhavan's Vivekananda College of Science, Humanities and Commerce, Sainikpuri, Secunderabad would like to sign a MOU with NSIC Technical Service Centre. In this regard, we assure you that we will send atleast 450 students every year for training at your centre failing which the MOU may be considered null and void.

Thanking you,

Yours Sincerely,

Prof. Y ASHOK

PRINCIPAL

SHAMARS CORRORATION CONTRACTOR