

**Bhavan's Vivekananda College**  
of Science, Humanities and Commerce  
Sainikpuri, Secunderabad - 500094  
(Reaccredited with 'A' Grade by NAAC)  
Autonomous College–Affiliated to Osmania University

**MOU-FINANCIAL MODELLING**

**Organised by**

**(Department of Commerce)**

This Memorandum of Understanding (*hereinafter called as the 'MoU'*) is *entered into* -on this 8<sup>th</sup> February 2023, at *Hyderabad, Telangana State*

**Between**

**M/s. World Trade Center Shamshabad**, having its interim office at **2<sup>nd</sup> Floor, Kapil Kavuri Hub, Nanakramguda, Financial District, Hyderabad - 500032, Telangana.** represented by Y Varaprasad Reddy, Chairman, World Trade Center Shamshabad, Visakhapatnam & Hosur here in after referred to as “Party of the FIRST PART” or “WTC Shamshabad” which expression wherever it occurs, shall mean and include *its Directors*, representatives, administrators, *successors*, successors in interest and assigns *of the FIRST PART.*

**And**

“**BHARATIYA VIDYA BHAVAN**” – a Society Registered under the Societies Registration Act, 1860 and a Public Trust Registered under the Bombay (*now Maharashtra*) Public Trusts Act, 1950 with Regn. No.F-358, having its registered and head office at Munshi Sadan, Kulapati Dr. K.M. Munshi Marg, Chowpatty, Mumbai – 400007 (hereinafter referred to as “Bhavan” or “BVB”) (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Trustees or Trustee for the time being , successors in office, heirs and assigns of the last surviving Trustee) having **a Kendra at Sainikpuri, Secunderabad – 500094, Telangana**, having a College under it with the name of “(Bhavan’s Vivekananda College of Science, Humanities & Commerce) a deemed university/institute/college, having its office at (Sainikpuri, Secunderabad, Telangana – 500094) *hereinafter* referred to as “Party of the SECOND PART” or “**The BVC**” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

WTC Shamshabad and The BVC are hereinafter individually referred to as “Party” and collectively referred to as “Parties”.



Both the parties being desirous of imparting knowledge on education, strengthening trade and economic activities to various stakeholders relations WTC Shamshabad and BVC have entered into this MOU :-

**WHEREAS:**

A. The Party of the FIRST PART is Telangana's first operations World Trade Center and it aims to enhance economic growth in the area by facilitating better trade and commerce in agriculture, food processing, pharma, textiles and more. WTC Shamshabad is working towards the betterment of the **Micro, small and medium Enterprises hereinafter referred to as "MSMEs"** in the region by providing them access to the international markets and also helping **them** to connect with the international players for the transfer of technology/knowledge through the wide network of 320+ World Trade Centers spread across 90+ countries. WTC Shamshabad is also assisting entrepreneurs across the globe to set up their offices or manufacturing or assembly lines in the region by providing professional services and business centers.

WTC Shamshabad, as part of Trade Education Services, offers training programs to entrepreneurs on the latest techniques & processes to improve their efficiencies in international trade and it also offers custom-made training programs to educational institutes / Colleges to bridge the gap and make its students employable.

B. The Party of the SECOND PART BVC is located at Sainikpuri, Secunderabad, Telangana State. It was established in 1993 under the aegis of **BVB** to translate the Vision of **the late Kulapati Dr. K M Munshi ji**, a well-known freedom fighter and cultural reformist, to empower the Nation's youth with '**Culture, Knowledge and Strength of Body and Mind**'. The College achieves this objective by motivating the students to aspire for excellence in academics, ethics, sports, games, social responsibility, and other cognitive professional skills.

The College is an Autonomous, unaided, self-financed, co-educational institution offering **Under Graduate (UG), Post Graduate (PG) and Ph.D. (Doctoral)** programmes. It offers 16 UG, 5 PG and 2 PhD degree programmes in 13



Departments. All the degree programmes are under the Semester pattern with Choice Based Credit System (CBCS). The College is recognized by UGC under *Sections 2(f) and 12(b) of the University Grants Commission Act, 1956 (making it eligible for assistance from the Central Government)* and affiliated to Osmania University; reaccredited by NAAC with 'A' Grade in 2022, conferred Autonomous status by UGC/Osmania University with effect from the academic year 2015-16 and accorded extension up to 2027 in 2022.

#### **A. Joint Scope of MOU**

1. "The "*Parties*" shall cooperate and do their utmost to further improve and expand the trade and economic cooperation between Telangana and other states *and other countries*.
2. Taking into consideration that such cooperation shall also promote the strengthening of friendly relations between the two *Parties*.
3. The cooperation contemplated in the present MOU may include the following forms:
  - a) Provide practical Training to students to make them employable and a later stage maybe even set up a Technology Business Incubator (on the lines of the one established by the University of Hyderabad in 2006 or of the Bhavan's Sardar Patel Institute of Technology in Mumbai) for which grants are available from the National Science & Technology Entrepreneurship Development Board (NS TEDB) of the Department of Science and Technology of the Government of India.
  - b) Exchange of trade and investment-related information in order to strengthen trade, technological and industrial cooperation for the stakeholders if required and accepted by both the parties.
  - c) Exchange of publications and information on taxation, compliances, regulations, bilateral trade, foreign trade, and investment policies for the stakeholder if required and accepted by both the parties.
  - d) Any other form of bilateral cooperation as may be mutually agreed upon



- e) To regularly exchange information on Taxation, Foreign Trade Policy, FDI Policy and any other policy and compliance-related information from time to time after mutual agreement.
- f) Both the *Parties* will help each other in policy advocacy on the above matters, *subject to the provisions of their respective Trust Deeds / Articles and Memorandum, etc.* where ever required
- g) The reciprocity services offered by *WTC Shamshabad* can be accessed by the *staff and students of the BVC and Members*, at no fee or on a nominal fee basis.
- h) Any other activities of mutual interest.

**B. Duration of MOU**

The total time frame for the engagement would be for a period of two (2) *Calendar* years effective from the date of signing of the MoU. The term of this MoU may be extended *on the same terms for further two (2) year periods* or as may be mutually decided *between* the Parties.

**C. Financial Arrangement**

No financial commitment from any party will be assumed unless a formal approval/acceptance to that effect has been accorded through a signed arrangement between both the Parties prior to the commencement of the work. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

**D. Amendments to MOU**

This MoU may be amended with mutual consent of both the Parties in writing. No amendment or addendum shall be effective unless it is in writing and signed by *the* authorized representatives of both Parties hereto.

**E. Termination of MOU**

Either Party may terminate this MoU at any time by providing written notice of *at least thirty (30) working* days if it reasonably believes that the other Party's



performance, or any aspect of it, results, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason, by registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business. In the event of termination/expiry of this MoU, Parties shall return the materials/documents of *the other* party on request.

**F. Assignment of MOU**

The rights and/or liabilities arising to any Party of this MoU shall not be assigned *to any outside party* except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

**G. Confidentiality and Non-disclosure of MOU**

Except as otherwise contemplated by this MoU, each Party (the “receiving party”) undertakes that, in order to protect the proprietary interest of the other Parties (the “disclosing party”) confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party’s confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that all members related to the value Added Course will comply at all times with this confidentiality undertaking. This clause does not apply to (i) information in public *domain* other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of *the* specific MoUs agreed by the Parties for each project.

**H. Communication**

A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly sent if actually delivered, or after 15 fifteen working days after mailing, if mailed by registered post or by courier / *speedpost*. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.



#### I. Relationship between Parties

It is expressly agreed that the First Party and the Second Party are acting under this MoU as independent person, 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 nor liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party, except for the purposes as agreed herein. 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.

#### J. Dispute Settlement and Governing Law

This MoU (and all discussions and any legal agreements prepared in connection with this MoU) is governed by and construed in accordance with the laws of India.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by mutual discussions between the parties. Only, if the said dispute(s) cannot be settled by mutual discussion within the 30 (thirty) working days period either party may refer the matter to arbitration between the parties as per the Arbitration Act, 1996. The Language of Arbitration shall be English and the place of the arbitration shall be at Hyderabad. This undertaking is to be construed in accordance with Indian Law with exclusive and irrevocable jurisdiction of the Courts at Hyderabad / Secunderabad only.

The present MOU shall not affect the validity of the execution of any obligation arising from other agreements concluded by either of the *parties*.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

Signed at Hyderabad, Telangana on 8<sup>th</sup> February 2023.

*Signed and Delivered by*

*the within named WTC Forum for Economic  
Development through its  
Authorised representative*

*Signed and Delivered by*

*the within named Bharatiya Vidya  
Bhavan through its  
Authorised representative*

*YVP Reddy*

*Yarram Varaprasad Reddy,  
Chairman*

WTC Shamshabad, Visakhapatnam & Hosur  
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Tel: 91 9059051959  
Email: yvpreddy@kapilgroup.com

*DRIL  
8/2/23*

*Dr G SV R K Choudhary  
PRINCIPAL*

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*B MK Gupta*

Witness 1 : CMA B. Mallikarjuna Gupta

*Kamala Devi*

Witness 1 : Mrs. L. V. Kamala Devi

*P. Vignesh*

Witness 2: Mr. P. Vignesh

Head, Dept. of Commerce

*Vinaya Chaturvedi*

Witness 2 : Mrs. Vinaya Chaturvedi