

TM 390489 महाराष्ट्र MAHARASHTRA O 2018 O अनुक्रमांक <u> 434</u> दिनांक <u> 31494</u> रूपये <u>१२००</u> मुद्रांक कोणत्या कारणासाउी वापरावयाचा आहे कर र मुंबई मुद्रांक अधिनियम १९५८ चे अनुच्छेद कः... मुद्रांक वापरणाराचे संपूर्ण नांव तुरुन ।राम चतुरेने द संपूर्ण पत्ता हस्ते व्यक्तींचे नांव 412 90/1 ता. बाबामरी MYSSATambade_ सौ.एस.एम.तांबडे,पुद्रांक विक्रेती परवाना क्र.२२०३०२१/२०२१ पर्यंत नुतनीकृत SJ. Magar विक्री-आनंदनगर,बारामती,जि.पुणे मुद्रांक धारकाची/हस्ते व्यक्तीची सही

MIEMORANDUM OF UNDERSTANDING (MoU)

Tuljaram Chaturchand College of Arts, Science and Commerce (TC- College), Baramati

Implant Media Pvt. Ltd

For

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D SERVICES AND RELATED SERVICES

This Memorandum of Understanding (MoU) is entered into on this the 3rd Day of August

2018, by and between



Tuljaram Chaturchand College Baramati

First Party:

Tuljaram Chaturchand College of Arts, Science and Commerce (TC-College), Baramati, Tal. Baramati, Dist. Pune - 413102, Maharashtra.

Name of the Principal: Dr. Chandrashekhar V. Murumkar.

Second Party:

Name of industry - Implant Media Pvt. Ltd, Pune Name of the Director- Mr. Krishna Sunil Varpe

About the First Party:

Tuljaram Chaturchand College (TC-College), Baramati, Tal. Baramati, Dist. Pune - 413102, Maharashtra is an Institute working since 1962 in the field of Education. The focused areas of the institute are Education, Research and Extension.

TC College stands as one of the best colleges in Savitribai Phule Pune University (Received Best College as well as Best Principal Award 2017) and also working on rural development through different programs. It has established a strong line of research through Department of Bio-Technology (DBT), Department of Science & Technology (DST), University Grant Commission (UGC), Government of India and Indian Council of Agricultural Research, (ICAR), New Delhi and Universities. The institute is recipient of funds from almost all the prominent research agencies in India. It has received DST.FIST 'O' Level, Star College and College with Potential for Excellence (CPE). It has also established a Bachelor of Vocation (B. Voc. degree course) in Journalism and Mass Communication in 2014. College has received "A+" Grade with CGPA 3.55 in 2017.

About the Second Party- Implant Media Pvt. Ltd is in News Media business. Under the umbrella of Implant Media Pvt. Ltd. there are two news website namely 'Thodkyat.com' and 'Inshort Marathi' run successfully,

WHEREAS:

- A) First Party is a higher Educational Institution named: Tuljaram Chaturchand College of Arts, Science and Commerce (TC-College), Baramati, Tal. Baramati, Dist. Pune 413102, 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 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 interests.
- E) Implant Media Pvt. Ltd is in Business, multimedia production, Skill Development, consultancy, Research & Development Services in the field media and communication and its related fields.

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

Clause-1

Co-operation

1.1 Both parties are united by common interests and objectives, 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 reasonable practical, enter into all relevant agreements, deeds and documents (the Definitive Documents') as may be required to give effect to the action 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 upgradation, 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 and Visits: Industry and institution 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 the students and faculty through this association will build confidence and prepare the students to have 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 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields media and communication with following Activities and Services:
 - > To explore new opportunities in Media and entertainment industry.
 - > To train the internees a faculty for collaborative research and Production
 - > To collaborate with allied industries, institutes agencies, NGOs and other related academia for effective exchange programme for students and faculty and people of common interest.
 - > To carry out activities of common interest suitable for both parties.
- 2.5 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.

2.6 Guest lecturers: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

- 2.7 Faculty Development Programs: Second Party to train the faculties of first party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector.
- 2.8 Placement of trained Students: Second Party will actively engage to help the delivery of the training and placements of students of the First Party into internships/jobs.
- 2.9 To promote programs utilizing infrastructure through mutual benefits & promotion of commercial interface.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programmes on the terms specifies herein
- 2.11 There is no financial commitment on the part of the **TC College**, 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, copyrights and designs) of the other party.

Clause-4 Validity

4.1 This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party.

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.

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 Name of City.





Project Administration:

Co-ordinators: The client designates Mr. Krishna Sunil Varpe CEO, Implant Media Pvt. Ltd, and Mr. Ranjeet Pandit, Head, Department of Communication Studies and Research, Tuljaram Chaturchand College (TC- College), Baramati, Tal. Baramati, Dist. Pune will be responsible for the co-ordination of activities under the contract, for acceptance and approval of the reports and of other deliverables.

AGREED:

First Party

Second Party

Name of the Institution

Tuljaram Chaturchand College, Baramati, Tal. Baramati, Dist. Pune Name of the Industry-Implant Media Pvt. Ltd, Pune

Printicipiated Signatory

Tuljaram Chandrashekhar. V.

Murumkaı Baramati

Name of the Institution

Address:

Tuljaram Chaturchand College, Baramati, Tal. Baramati, Dist. Pune Contact Details: 02112-222405

E-mails: principal.tccollege@gmail.com Website:tccollege.org

For Implant Media Pvt. Lld.

Authorized Signatory

Name: Mr. Krishna Sunil Varpe

Director

Name of the Industry

Address:

Implant Media Pvt. Ltd, 401, Swapangandha Apartment, 1620, Sadashiv Peth, Pune- 411030 Contact Details: 9049621212 E-mails: contact@thodkyaat.com

Website:

Witness

Ashwini Patil CEO & Co founder, Implant Media Pvt. Ltd

Witness

Ranjeet Pandit Head, Department of

Communication Studies & Research

