



MAHATMA EDUCATION SOCIETY'S

**PILLAI**

**COLLEGE OF**

**EDUCATION & RESEARCH**

Dr. Pillai Teachers Training & Research Centre  
Plot.1, Sector 8, Khanda Colony,  
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NAAC Accredited 'A' Grade

## **MEMORANDUM OF UNDERSTANDING (MoU)**

BETWEEN

**PILLAI COLLEGE OF  
EDUCATION AND RESEARCH, NEW PANVEL**

AND

**TALOJA INDUSTRIES ASSOCIATION**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on Monday, the 27<sup>th</sup> of January 2020.

### BETWEEN

Pillai College of Education and Research, Plot no.1, Sector 8, Khanda Colony New Panvel (W), the First Party represented herein by Dr. Sally Enos, Principal, Pillai College of Education & Research, New Panvel (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

Taloja Industries Association, Office No. 02, Plot No. 06, Taloja, Navi Mumbai, Maharashtra 410208, the Second Party and represented herein by Mr. Satish Shetty, President, TIA, (hereinafter referred to as "Second Party").

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is an educational institution, and a constituent registered Trust of Mahatma Education Society currently managing 48 educational institutions, covering primary, secondary and tertiary education:
- 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 area of Skill Based Training, Education and Research.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO 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 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 A: SCOPE OF THE MoU (Second party's contribution to First party)**

- 2.A.1 The second party will cooperate in the exchange of information through lectures and practical relating to their activities in fields of mutual interests. It will also provide awareness and interaction through conducting talks and workshops for the enhancement of quality.
- 2.A.2 The budding graduates from the institutions could play a role in transmitting information related to technological up-gradation, innovation and competitiveness of an industry learnt from the second party to the students of schools and colleges through their classroom interactions.
- 2.A.3 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.A.4 Second Party will give valuable inputs to the First Party in teaching / training methodology so that the teachers and student-teachers can connect their subjects to practical situations meaningfully.
- 2.A.5 **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.A.6 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the areas of **Education**.
- 2.A.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.A.8 **Faculty Development Programs:** Second Party to create awareness among the Faculties and student-teachers of the First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.A.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.A.10 There is no financial commitment on the part of the **Pillai College of Education and Research**, New Panvel, the First Party, to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 2B: SCOPE OF THE MoU (First party's contribution to Second party)**

- 2.B.1 The **First Party** can provide a range of services, including, but not limited to, Educational Training covering life-skills, personality development, development of communicative competencies, health and well-being, time management, stress management, team work and group dynamics to **Constituent Members** of the **Second Party** as per the needs of the latter.
- **Definition of Constituent Members:** All official members of industrial units of the **Second Party** as ratified for the period of the MoU by the **Second Party** under its jurisdiction and ambit of operation.
- 2.B.2 **Separate Agreements of Constituent Members' Engagement (ACME)** shall be entered into under the overall ambit of the present MoU and in the presence



and oversight of the **Second Party** by such **Constituent Members of both parties**. The ACME shall indicate specific clauses including the costs of such training programs and other services provided by First Party to be borne by the Constituent Member / Second Party signing the Agreement. The remuneration and other such costs of the services shall be agreed upon under the intervention and oversight of the Second Party.

- 2.B.3 **Consultancy:** Constituent Member shall enter into agreement with First Party for availing the expertise of the latter in this regard.
- 2.B.4 **Customized teaching and training:** First Party's expertise in the Educational domains shall be availed by the Constituent Member as per the requirements of such member unit for specialized training programs.
- 2.B.5 **Lectures/Workshops:** First Party or Constituent Member shall engage the services of the First Party for value-adding educational lectures and/or workshops as deemed appropriate by both the concerned signatories after due discussions.
- 2.B.6 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.B.7 Financial commitments on the part of the **Constituent Members and/or Second Party** for the various paid services provided by the **First Party** as mentioned in (2.B.1) above shall be agreed upon and executed as per the respective ACME drawn up for different services/programs.

### 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

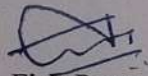
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Taloja Industries Association**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on either party's side after termination 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.

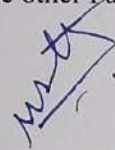
#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 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.



First Party  
Dr. Sally Enos

Pillai College of Education & Research  
Plot 1, Sector 8, Khanda Colony, New Panvel (W) - 410206



Second Party  
Mr. Satish Shetty

Taloja Industries Association  
Navi Mumbai- 410208

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 **Raigad**.