



महाराष्ट्र MAHARASHTRA

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नांव प्राचार्य गो से महाविद्यालय स्वामगांव तर्फे

अजय जाधव

बैंक / करारनामा

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मनिष अं. सकळकळे

ला.नं. १/१४

मुद्राक विक्रेता, स्वामगांव.

कोड नं. ६३०५००२

SUB TREASURY OFFICE  
KHAMGAON  
Date of issue \_\_\_\_\_

19 JUN 2020

Sub Treasury Officer  
Khamgaon



MEMORANDUM OF UNDERSTANDING  
(MoU)

BETWEEN

G. S. SCIENCE, ARTS AND COMMERCE COLLEGE, KHAMGAON

&

BITPILLS IT SOLUTIONS & CONSULTANCY (OPC) PVT. LTD.  
KHAMGAON

FOR

**SKILL DEVELOPMENT, OUTCOME BASED  
TRAININGS, PLACEMENT, INTERNSHIPS AND  
RELATED SERVICES**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 17<sup>th</sup> of ~~FEBRUARY~~—Two Thousand and Twenty one (17/02/2021), by and between

**G. S. Science, Arts and Commerce College, Khamgaon,** the **FIRST PARTY** represented herein by its Dr. D. S. Talwankar (hereinafter referred as 'First Party').

AND

**BitPills IT Solutions & Consultancy (OPC) Pvt. Ltd. Khamgaon,** the **SECOND PARTY**, and represented herein by its Zonal / Divisional Head, K. R. Mawale, (hereinafter referred to as "Second Party").

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

**WHEREAS:**

- A) First Party is a Educational Institution named:
- (i) **G. S. Science, Arts and Commerce College, Khamgaon**
- 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 Development, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **BitPills IT Solutions & Consultancy (OPC) Pvt. Ltd. Khamgaon**, the Second Party is engaged in Software Development, Skill Development, Education and R&D Services in the fields of – *Information Technology*.
- F) **BitPills IT Solutions & Consultancy (OPC) Pvt. Ltd. Khamgaon** provider is working on educational platform of new research and innovation with primary motive of bridging the gap between educational organizations / institutes and well-established start-ups along with the concept of digital village.

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 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 students/faculties of First Party providing significant inputs to them in developing suitable 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 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 **Skill Development Programs/Internship:** 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.
- 2.3 **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.
- 2.4 **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, if available.
- 2.5 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.7 There is no financial commitment on the part of the **G. S. Science, Arts and Commerce College, Khamgaon**, 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.

## 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 **BitPills IT Solutions & Consultancy (OPC) Pvt. Ltd. Khamgaon**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **BitPills IT Solutions & Consultancy (OPC) Pvt. Ltd. Khamgaon**, the Second Party 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

Second Party

### AGREED:

For G. S. Science, Arts and  
Commerce College, Khamgaon



For BitPills IT Solutions &  
(OPC) Pvt. Ltd. Khamgaon

*Jawar*

Authorized Signatory  
*Principal*

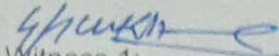
G. S. Sci. Arts & Commerce  
College, Khamgaon - 444 303

*P. Pawale*

Authorized Signatory



<b>G. S. Science, Arts and Commerce College, Khamgaon</b>	<b>BitPills IT Solutions &amp; Consultancy (OPC) Pvt. Ltd. Khamgaon</b>
Address: nandura rd,, Khamgaon-444303	Address: 13, tapre Nagar Khamgaon-444303
Contact Details: 9823450717	Contact Details:7972707699
E-mail: gskhamgaonprincipal@gmail.com	E-mail: bitpillsit@gmail.com

  
Witness 1:

  
Witness 2: