



Youth Education and Welfare Society's
**NATIONAL SENIOR COLLEGE,
NASHIK**

Sarda Circle Maulana Azad Road, National Campus,
Nashik 420001



Affiliated in Savitribai Phule Pune University, Pune Maharashtra

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

National Senior College, Nashik

National Campus, Maulana Azad Road, Sarda Circle, Nashik 422001

Department of Commerce

&

Felix Batteries Industries

Nashik, 4220101

MEMORANDUM OF UNDERSTANDING

This Memorandum and understanding (hereinafter called as the MOU) is entered into on this the 13th Feb 2024, by and between

National Senior College, National Campus, Maulana Azad Road, Sarda Circle, Nashik 422001, the First Party represented herein by its Principal (here in after referred as First Party', the institution which expression, unless excluded your repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

and represented herein by its Director, Mr Fazal Khwaja Khan Felix Batteries Industries Industry (here in after referred to as "Second Party", Company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A. First Party is a Higher Educational Institution named:
- B. National Senior College, National Campus, Maulana Azad Road, Sarda Circle, Nashik 422001 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 the area of Skill Based Training, Internship, & On the Job Training for 3 years.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. , the Second Party is engaged in Skill Development, Education and Services in the fields of Taxation and GST.

The second party agrees to extend its support in training for the Internship for the courses in B. Com and workshop for Certificate course organised under the Faculty of Commerce to be introduced in the institution and to impart subject related training to its faculty, if sought by the first party. Thus, the first party and second party have, for the support of their mutual interests, hereby agree to the following terms and conditions.

.1..Scope of Collaboration

1. Second party agrees to extend its support in Internship and placement of B. Com students and to impart subject related training to its faculty in concurrence to New Education Policy 2020 like Multidisciplinary education and introduction of subjects to enhance the employability of undergraduate students.

1.1 The faculty of first party shall be apprised about the latest trends and amendments through Faculty Development Programme, of sought, the details of which are provided in Annexure 1.

2.Binding of the MOU:

- 2.1 Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.
- 2.2 The parties hereby agree that they are not bound exclusively by this Memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party. However, each party will disclose similar arrangements they enter with third parties.
- 2.3 Cost and expenses involved in the implementation of this MOU will be borne by the first party.
- 2.4 This MOU is not intended to create a legal relationship and its provisions are not intended to give rise to legal rights, obligations or liabilities.

Term and Terminations:

This MOU shall come into force on the date of its signing by the authorized representatives of the parties hereto and shall remain in force for a period of 3 year and thereafter it may be further extended with written mutual consent of the parties.

Either party may terminate this MOU by giving 3 month's prior notice in writing to the other party explicitly mentioning the reason(s) therefore, dishonouring any commitment made prior to the date of termination notice.

- 2.5 The parties agrees that the clause 6 of the MoU shall remain valid and in force as per the law of the land even after the termination of the MoU.

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party or court.

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

CLAUSE 1 COOPERATION

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. 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.
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.
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

1. The budding graduates from the institutions could play a key role in Internship opportunity for actual work experience and got knowledge about 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. **Industrial Training:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to 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 / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
4. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of *Taxation*.

5. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends.
6. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified here in
7. There is no financial commitment on the part of National Senior College, National Campus, Maulana Azad Road, Sarda Circle, Nashik 422001 and the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

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

1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Nashik, 422101 the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
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

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 and Second 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 Headquarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Nashik.


AGREED:

For Name of Institution

National Senior College, National Campus,
Maulana Azad Road, Sarda Circle, Nashik
Campus, Nashik 422001

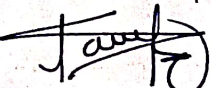
For Felix Batteries Industries
Nashik, 422101


Authorized Signatory
PRINCIPAL
NATIONAL SENIOR COLLEGE,
Nashik

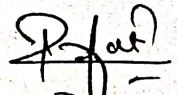

Authorized Signatory

Name of Institution: National Senior College	Name of Industry: Felix Batteries Industries
Address: National Campus, Maulana Azad Road, Sarda Circle, Nashik 422001	Address: Gat No 473/2/3/4/1, Brahmanwade Road, Shinde Tal: Nashik 422101
Contact Details: 0253-2596692	Contact Details: 8888847485
E-mail: nationalseniorcollege@gamil.com	E-mail: fkfelixbattery@gmail.com
Web: www.yewsnational.org	Web: NA

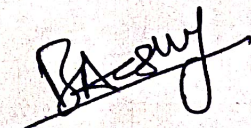
Witness1:


(Saneel Khan)

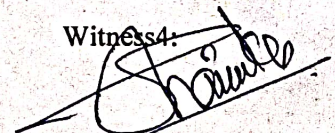
Witness2:


Rida Qazi

Witness3:


(Akshay Bhalekar)

Witness4:


Sara Haseem



YOUTH EDUCATION & WELFARE SOCIETY'S
NATIONAL SENIOR COLLEGE, Nasik
Academic Year ---2023-24

Students Attendance

Name of Programme	Venue of Programme	Date of Programme
Industrial Visit	Felix Batteries Industries	05/03/2024

SR. No.	Name of the Students	Class	Mobile Number	Signature
1	Khalifa Kainat Md. Chaud	Ty.Bcom	9822068113	Kainat
2	Khan Sumaira Naorez	Ty.Bcom	7448011478	Shay
3	Sana Khatoon Md Ali	Ty.Bcom	9960165968	Sana
4	Shaikh Farzin Yusuf	S.Y.Bcom	8237996303	Farzin
5	Sayyed Tanaya Khwaja	T.Y.Bcom	8432262404	Tanaya
6	Kalshi Karishma Yusuf	T.Y.Bcom	9730115480	Kalshi
7	Ansari Noor Fatema Ab.	T.Y.Bcom	8446193580	Noor Fatema
8	Khalifa Mahjabeen Md. Chaud	SyBcom	9096823164	Mahjabeen
9	Shaikh Kashifa Faruque	SyBcom	9322231590	Kashifa
10	Shaikh Bushra Ismail	SyBcom	7875752160	Bushra
11	Shaikh Aqsa Abbas	SyBcom	7498804709	Aqsa
12	Sayyed Farazi	SyBcom	8857809427	Farazi
13	Chau Fiza	SyBcom	7558990876	Fiza
14	Khan Tahsin Fatema Nasim	SyBcom	9022626157	Tahsin
15	SK Nuzneef Javed	SyBcom	9561545768	Nuzneef
16	Khan. Alfiya. Altaf	S.Y.B.com	7038322377	Alfiya
17	Khan Zaira Shakir	TyBcom	8355904348	Zaira
18	Ansari tabassum khatoon	TyBcom	9322782023	Tabassum
19	Shaikh Bushra Zakir	T.Y.Bcom	9657914019	Bushra

