

MEMORANDUM OF UNDERSTANDING

BETWEEN



Guru Gobind Singh Educational Society's
Technical Campus – Chas, Bokaro

&



Kavya Spandan
Qtr. 805 sector-1/C, Bokaro



अध्यक्ष / कार्यक्रम प्रभारी
रीना कुमारी
काव्य स्पंदन, बोकारो
Reena Kumari
5.3.2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 05th day of March, 2021.

BETWEEN

Guru Gobind Singh Educational Society's Technical Campus, Kandra, Chas, Bokaro, Jharkhand represented herein by its Dr. Priyadarshi Jaruhar (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

Kavya Spandan, Qtr. 805 sector-1/C, Bokaro, the Second Party, and represented herein by, Mrs. Reena Yadav, President, Fame Hindi poet (hereinafter 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')



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WHEREAS:

- A) First Party is a Higher Educational GGSESTC :
- (i) **GURU GOBIND SINGH EDUCATIONAL SOCIETY'S TECHNICAL CAMPUS**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources for Arts and Culture, 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 interest;
- E) – **Kavya Spandan, Bokaro** – , the Second Party is engaged in Talent Hunt, Skill Development, Education and R&D Services in the fields of Hindi and Regional Language – **(Kavya Spandan, Bokaro), Arts And Culture.**
- F) – **Kavya Spandan, Bokaro** - the Second Party is promoted by **Mrs. Reena Yadav, President**, Address and background of the Company Qtr. 805 sector-1/C (Arts and Culture).
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.



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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 GGSESTC 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 over all Arts and Culture systems, keeping in mind the needs of the Society's , 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.



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CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in Arts and Culture, innovation and competitiveness of a Society's. 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 Hindi and Regional Language/ training methodology and suitably customize the curriculum under NEP 2020 so that the students fit into the current scenario meaningfully.
- 2.3 **Events & Visits:** Arts and Culture and Institution interaction will give an insight into the latest developments / requirements of the Societies ; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in cultural Training Programs for the First Party. The Arts and Cultural 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 Arts and Culture / Workshops / Event Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Programs and Events of Students:** Second Party will actively engage to help the delivery of the Arts and Cultural events of students of the First Party into Cultural events, as per AICTE and NEP 2020 Policy. The Second Party will also register itself on AICTE and NEP 2020 Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Arts and Culture**.



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- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the literacy aspects in order to enhance the happiness index makes them ready.
- 2.7 **Rehearsal Program:** Second Party to extend the necessary support to deliver Rehearsal to the students of the First Party on the current trends and in house requirements.
- 2.8 **Arts and Culture Development Programs:** Second Party to train the Faculties of First Party for imparting Societies exposure/ training as per the cultural requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Guru Gobind Singh Educational Society's Technical Campus**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



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रीना राम

Reena Ram

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 **GGSESTC**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Arts and Culture** or **Kavya Spandan**, 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



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CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **GGSESTC** and Second **Kavya Spandan** 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

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 **BOKARO**.



Reena Kumari

AGREED:

For GGSESTC

Plw 5-3-2014

DIRECTOR
Authorized Signatory, Chas
Bokaro, Jharkhand-827013

For The Kavya Spandan

Reena Karmari
5.3.21
अध्यक्ष/संयोजक प्रमोदी
आयुक्त/संयोजक प्रमोदी
काव्य स्पंदन, बोकारो

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Web: www.ggsestc.ac.in	Web: NA

Vijay
Witness1:

Nishant Kumar
Witness2:

Sumit
Witness3:

Sah
Witness4:



Reena Karmari