

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

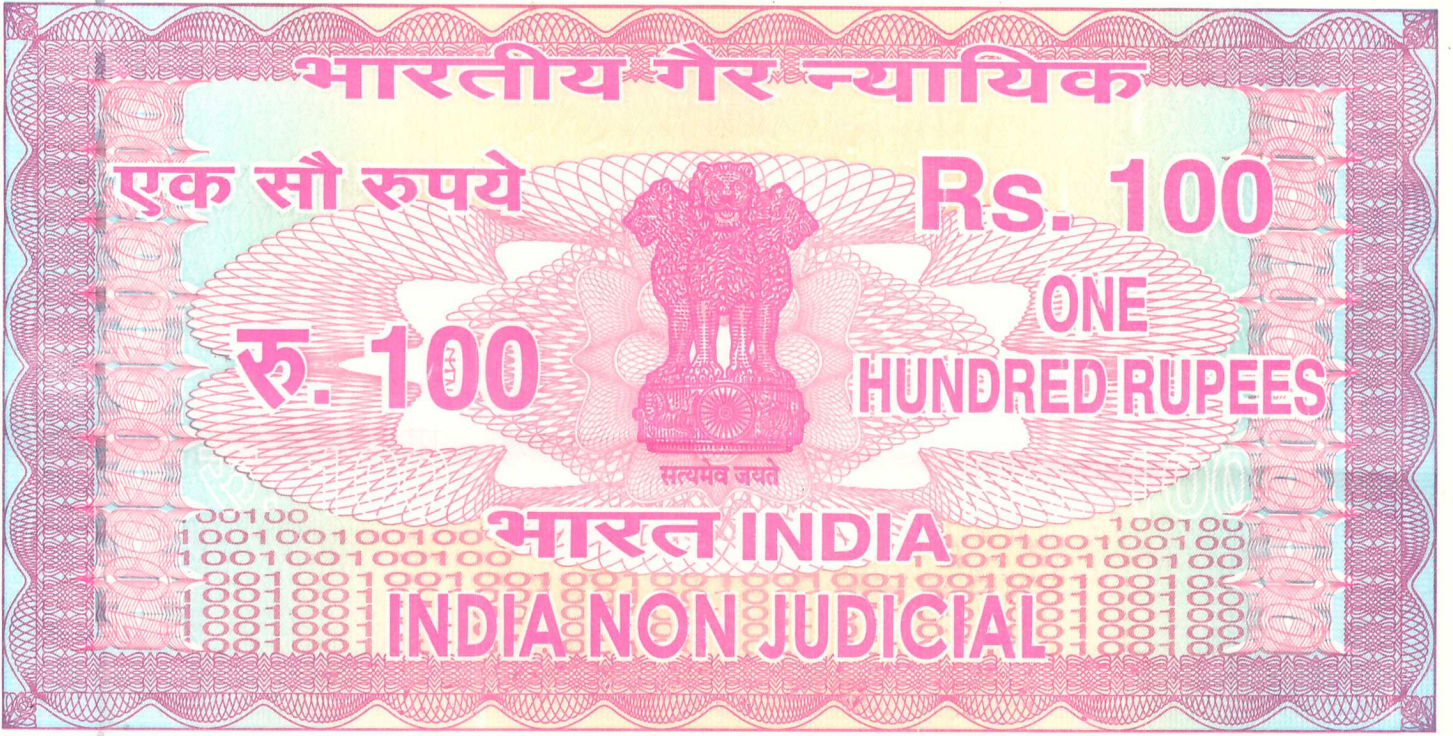
**PRINCIPAL, PADMABHUSHAN VASANTRAODADA PATIL MAHAVIDYALAYA  
Kavathe Mahankal, Dist. Sangli (Maharashtra State)**

**&**

**DIRECTOR, PAYOD INDUSTRIES PRIVATE LIMITED  
Higangaon, Tal. Kavathe Mahankal, Dist. Sangli (Maharashtra State)**

**FOR**

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



महाराष्ट्र MAHARASHTRA

2020

XH 218471

कवठेमहांकाळ विक्री क्र. 200६ किंमत रु. १०० दि. 23 NOV 2020

PRINCIPAL,

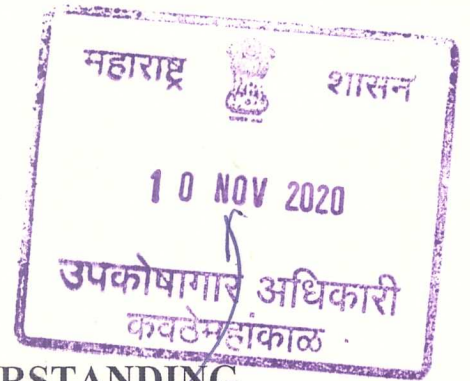
श्री. Padmabhusan Vasantraodada Patil

Mahavidyalaya, K. Mahankal, Dist-Sangli

हस्ते आर. बी. उमराणीकर १००२३

एकूण रक्कम ३००००/- कारण कॉलेज काम

श्री. डी. बी. उमराणीकर, कवठेमहांकाळ, प.नं. २४०४००३



### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> Day of December, Two Thousand Twenty, by and between

Principal, Padmabhusan Vasantraodada Patil Mahavidyalaya, Kavathe Mahankal, Dist. Sangli (hereinafter referred to 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

Director, Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli (hereinafter referred 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')

  
Acting Principal  
Padmabhusan Vasantraodada Patil



  
Director  
Payod Industries Private Limited  
HINGANGAON  
416 405

**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**Padmabhushan Vasantraodada Patil Mahavidyalaya, Kavathe Mahankal, Dist. Sangli**
- 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) **Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli,** the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Manufacturing of hand gloves* and related fields. 'Payod' has been creating skill based employment opportunities & developing rural entrepreneurship in Sangli district of Maharashtra. The company manufactures Personal protective & hygiene products like Hand Gloves, Socks etc. It supplies the products to countries like Japan and some noted corporate companies like Tata Group in India. It has also working on Agro- -Fishery Base livelihood incubation Center for Rural Community. The company has been awarded and appreciated by the Government Authorities, Media Houses and Business Chambers.
- Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli,** the Second Party is promoted by **Mr. Devanand Londhe**, Promoter Director of Payod Industries Private Ltd. is engaged in manufacturing of textile related various products and associated with Skill Mission, Member of BOS & Management Council. SGU, Guest Faculty on Entrepreneurship with Shivaji & SFPU affiliated Colleges, Member of District Level Banking Credit Committee, associated with Incubation & Innovation Institutes in Maharashtra, Board of Director of Social Enterprising Organizations like CAL, EERGIC Foundation.
- G) With support of Payod Industries Private Ltd. and Government of Maharashtra Industry Department, we are establishing Maharashtra's 1<sup>st</sup> Hand & Socks Cluster where we are establishing common facility center and Livelihood Incubation Center for Rural youths.

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 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 super seed 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 **Curriculum Design:** Second Party will give valuable inputs to the First Party in training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.



- 2.3 **Industrial Training & Visits:** 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 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities on various Rural Enterprising activities like Fishery Development, Agro-Processing, Value addition, Solar Drying, Market Research, Training up-skilling, Re-skilling, Multi skilling and will develop village base industry model in catchment area of college.
- 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 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.
- 2.7 **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, if available.
- 2.8 **Placement of Trained Students:** Second Party will enhance student's skills and knowledge in order to develop working career. Even it will provide information about the latest developments and requirements regarding job opportunities in various industries.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Padmabhushan Vasantodada Patil Mahavidyalaya, Kavathe Mahankal, Dist. Sangli**, 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**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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.



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#### 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 **Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli**, 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 **Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli**, 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



...6...

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 Sangli.

**AGREED:**

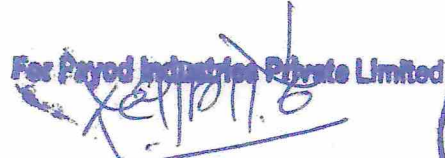
For P.V. P. MAHAVIDYALAYA,  
Kavathe Mahankal, Dist. Sangli

For PAYOD INDUSTRIES PRIVATE LTD.  
Higangaon, Tal. Kavathe Mahankal,  
Dist. Sangli



Authorized Signatory  
**Acting Principal**

Padmabhushan Vasantodada Patil  
Mahavidyalaya, Kavathe Mahankal, Dist. Sangli.



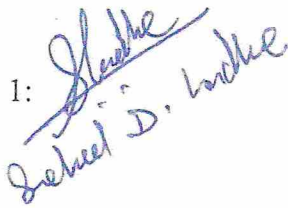
Authorized Signatory

**Director**



Padmabhushan Vasantodada Patil Mahavidyalaya	Payod Industries Private Limited
Kavathe Mahankal, Dist. Sangli (Maharashtra State)	Higangaon, Tal. Kavathe Mahankal, Dist. Sangli (Maharashtra State)
Mob. 9405649190	9822191233
kmpvp@rediffmail.com	devanandlondhe@gmail.com
www.pvpkm.org	www.payodindustries.com

Witness 1:



Witness 2:



Witness 3:



Witness 4:



Date- 4-12-2020

# Padmabhushan Vasanttraodada Patil Mahavidyalaya

Kavathe Mahankal, Dist. Sangli

Date : 4/12/2020

## Arbitration Committee

Prof. Dr. M. K. Patil	Acting Principal P.V.P. Mahavidyalaya, Kavathe Mahankal, Dist. Sangli	Chairman (First Party)
Mr. Devanand Londhe	Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli	Chairman (Second Party)
Mr. A. A. Kamble	Assistant Professor, P.V.P. Mahavidyalaya, Kavathe Mahankal, Dist. Sangli	Co-ordinator
Dr. N. S. Pol	Assistant Professor, P.V.P. Mahavidyalaya, Kavathe Mahankal, Dist. Sangli	Chairperson, Research Innovation and Extension
Mr. S. S. Kamble	Associate Professor, P.V.P. Mahavidyalaya, Kavathe Mahankal, Dist. Sangli	Member
Mrs. Shenal D. Londhe	Payod Industries Private Limited, Hingangaon, Tal. Kavathe Mahankal, Dist. Sangli	Member