

Memorandum of Understanding (MoU)

BETWEEN



Kukdi Education Societys

Savitribai College of Arts, Pimpalgaon Pisa,

Tal. Shrigonda, Dist. Ahmednagar- 413703 (Maharashtra).

&

L N Travels,

CPWD Quarters, Behind Ranka Hospital, Mukundnagar, Swargate, Pune- 411037

&

C 403, Ruturang Apartments, Behind Paranjape School, kothrud, Pune 411038

For

B.Voc Course: Tours and Travel Management

(Skill based programs of UGC, New Delhi)

June 2020

Nayana Makrand Balkundi
L N Travels

Dr. Shivaji K. Dhage
Principal
Savitribai College of Arts



महाराष्ट्र MAHARASHTRA

2019

WM 758898

मुद्रांक क्र. 200/100 दस्तावेज प्रकार क्याट
दस्तावेजां करणार अगल्यास काया नांव
मिलकतीचे नांव मो. रकम
मु. दि. व. नांव पु. सावित्रीबाई कॉलेज ऑफ आर्ट्स
हस्त नांव व सही पि. वि. बा. धगे
मु. नोंदविही क्र. 3446/8 दि. 24/6/2020
कमोल बाई
वि. ना. पार. क्र. मार्केट यार्ड, नगर, मो. ९४२२२३७९७०
परवाना क्र. १४/१९९६, मो. ९०२३१६५०९९
ज्या कारणासाठी मुद्रांक खरेदी कराय त्याच कामासाठी व
सहा महिन्यांच्या आत वापरण बंधनकारक आहे



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 24th day of June Two Thousand and Twenry (24/06/2020), by and between SAVITRIBAI COLLEGE OF ARTS, A/p- Pimpalgaon Pisa, Tal-Shrigonda, Dist-Ahmednagar 413703, the First Party represented herein by its Principal Dr. Shivaji Karbhari Dhage (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

L N Travels, CPWD Quarters, Behind Ranka Hospital, Mukundnagar, Swargate, Pune-411037 & C 403, Raturang Apartments, Behind Paranjape School, kothrud, Pune 411038 as "Second Party", and represented herein by its proprietor Soham Shivaji More (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') as

WHEREAS:

A) First Party is a Higher Educational Institution named: **Savitribai College of Arts, Pimpalgaon Pisa, Tal-Shrigonda, Dist-Ahmednagar 413703.**

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 Tours and Travel management Training, Education and Practical.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) L N Travels, Pune, CPWD Quarters, Behind Ranka Hospital, Mukundnagar, Swargate, Pune- 411037 & C 403, Raturang Apartments, Behind Paranjape School, kothrud, Pune 411038 the Second Party is engaged in providing training, education and practical in the fields of Travel and Tourism.

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 supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

2.1 Objectives of Course:

- i. To make aware of the student about the tours and travel management services.
- ii. To enable students understand the natural and environmental things present in universe.
- iii. To well acquaint the students about theoretical and practical knowledge of tours and travel all types of management about success of tourist industry.
- iv. To provide the knowledge to the students regarding facilities need.
- v. To provide according to demand and wants of the tourists and pilgrims.
- vi. To understand the problems and prospects of the tours and travel management.

2.2 **Duration:** The duration of the course shall be Two Year.

2.3 **Medium of Instruction:** English / Marathi

2.5 **Medium of Examination:** Marathi/English

2.6 **Curriculum Design:** Curriculum should be designed by the administration according to the practical and theoretical situation overlooked by both the parties and designed by mutual understanding.

2.7 **Research and Development:** First party have research ability, availability but second party have certain limitations due to certain practical changes likewise both the parties can make research jointly or by mutual understanding, if necessary.

2.8 Guest Lectures and Practical Session: First party is free to organised guest lecture, according to essential chapter or topics but second party have intrest in guest lecture then thye can do so or make support to the first party according to their time and intrest. They are free to decide about the guest lecture then first party wills always wellco me to them. Minly on the topic of theory and mostly on practicle apects. Both the parties decided on mutual content.

There is no financial commitment on the part of the "Savitribai college of Art, Pimpalgaon pisa, Tal- Shrigonda, Dist- Ahmednagar and Anand Travels, Ahmednagar means in between first party and second party.

There is only MoU about the programme mentioned in the MoU.

If in future, there is any financial negotiation would decide about any type of consideration, it will be dealed sepraately. Here is only general terms of co-operation shall be government by this MoU.

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.

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, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **any part**, 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





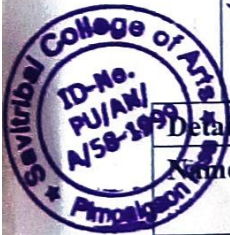
written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


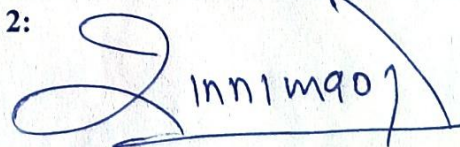
5.2 First Party Second Party

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 Shrigonda.

AGREED:

For Dr. Shivaji K. Dhage Principal, Savitribai College of Arts  PRINCIPAL SAVITRIBAI COLLEGE OF ARTS Pimpalgaon Pisa, Tal. Shrigonda Dist. Ahmednagar	For Nayana Makrand Balkundi L N Travels, CPWD Quarters, Behind Ranka Hospital, Mukundnagar, Swargate, Pune- 411037 & C 403, Raturang Apartments, Behind Paranjape School, kothrud, Pune 411038  Authorized Signatory & Stamp
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Details of	First Party	Second Party
Name	Dr. Shivaji K. Dhage Savitribai College of Arts	Nayana Makrand Balkundi L N Travels,
Address	A/p- Pimpalgaon Pisa, Tal-Shrigonda, Dist-Ahmednagar 413703	CPWD Quarters, Behind Ranka Hospital, Mukundnagar, Swargate, Pune- 411037 & C 403, Raturang Apartments, Behind Paranjape School, kothrud, Pune 411038
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Web	www.savitribacollegeofarts.com	www.lntravels.in
Witness 1:		Witness 2: 
Witness 3:		Witness 4: 