



یوتھ ایجوکیشن اینڈ ویلفیئر سوسائٹی نارنگ

YOUTH EDUCATION AND WELFARE SOCIETY'S

NATIONAL SENIOR COLLEGE

Prof. Dr. S.B. Nahire

M.Sc. Ph.D.

PRINCIPAL

● Affiliated to the Savitribai Phule Pune University, Pune ● NAAC ACCREDITATION 'B' Grade

FACULTY : ARTS, COMMERCE, SCIENCE, B.B.A., B.B.A. (CA), B.Sc. (Computer Science), M.A. & M. COM

Public Trust Regd. No. F-1892, Nashik.
Scty. Regd. No. Maharashtra / 1960 / Nashik

RELIGIOUS & LINGUISTIC MINORITY INSTITUTION

"National Campus", Maulana Azad Road, Sarada Circle, Nashik-422001. Ph. 0253-2596692

● E_mail : nationalseniorcollege@gmail.com ● website : www.yewsnational.org ● College ID No. : PU / NS / AC / 106 / 2007

Ref : 2054 A / Sc - 19

Date : 22/02/2024

MEMORANDUM OF UNDERSTANDING (MOU) or LINKAGE

BETWEEN

Youth Education & Welfare Society's
National Senior College

National Campus, Maulana Azad Road, Sarada Circle, Nashik 420001

Department of English

&

Sarkar Foundation

EDUCATIONAL TRUST & WEB SECURITY COMPUTER
TECHNICAL INSTITUTE

8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, near Faizane Auliya Masjid, Wadala
Road, Nashik. 422011

MEMORANDUM OF UNDERSTANDING/ LINKAGE



This Memory and understanding (hereinafter called as the MOU) *Linkage is entered into on this the 20th February 2024, by and between

National Senior College, National Campus, Maulana Azad Road, Sarda Circle Nashik 420001, the First Party represented herein by its **Principal** (herein 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

Sarkar Foundation, 8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, near Faizane Auliya Masjid, Wadala Road, Nashik. 422011 And represented herein by its **Director, Mr. Makhdoom Kazi** (herein 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:

National Senior College, National Campus, Maulana Azad Road, Sarda Circle Nashik 420001

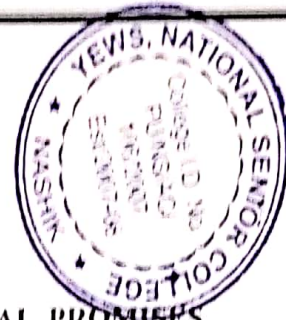
B. First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.

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

E. **Sarkar Foundation, 8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, Near Faizane Auliya Masjid, Wadala Road, Nashik** and the Second Party is an authorized computer training institute engaged in providing high-quality education, guidance, training & development for college students and working professionals.

F. **Sarkar Foundation, 8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, Near Faizane Auliya Masjid, Wadala Road, Nashik** the Second Party is promoted by **Mr. Makhdoom Kazi - Nashik, 422011 Tal: Nashik, Dist: Nashik Maharashtra (India).**



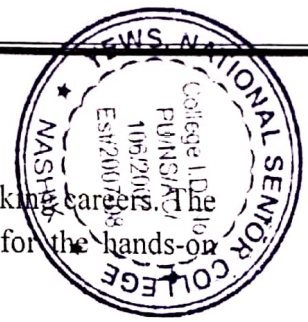
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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** 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.
2. First Party and Second Party cooperation 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/Linkage. 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/Linkage. 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/Linkage

1. The budding graduates from the institutions could play a key role in the 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. **Industrial Training & Visits:** Industry and Institution interaction will give an insight into 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 careers. The Second Party will provide its Labs / Workshops / 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 joint research activities in the fields of Desktop-based work.
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 and in-house requirements.
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; and will facilitate placements for at least 40% of the students. The Second Party will itself absorb at least 10-20 percent of the trained students.
6. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
7. There is no financial commitment on the part of **National Senior College, Nashik, Sarda Circle Maulana Azad Road, National Campus, Nashik 420001**, and the First Party to take up any program mentioned in the MOU/Linkage. If there is any financial consideration, it will be dealt with separately.

CLAUSE 3

INTELLECTUAL PROPERTY

1. Nothing contained in this MOU/Linkage 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 **Sarkar Foundation, 8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, near Faizane Auliya Masjid, Wadala Road, Nashik**, the Second Party, as the case may be, will take effective steps for implementation of this MOU/Linkage. Any act on the part of **Training Partner** or **Name of Industry**, the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU/Linkage.

2. Both Parties may terminate this MOU/Linkage upon 30 calendar days 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/Linkage as independent contractors, and the relationship established under this MOU/Linkage 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/Linkage 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/Linkage shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at the 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.

Mr. ~~Maheshwar~~ Kazi




Dr. Seema G. Jagtap
Head of Dept of English
HOD, English Dept.
National Senior College
Nashik-01


Dr. S. B. Nahire
PRINCIPAL
National Senior College
Nashik.

AGREED:



For Name of Institution
**Youth Education & Welfare Society's
National Senior College,**
National Campus, Maulana Azad Road,
Sarda Circle, Nashik 420001

For Name of Institution
Sarkar Foundation,
8, Sai Sahay, Opp. Sayyad Sadik Shah
Husaini Hall, near Faizane Auliya Masjid,
Wadala Road, Nashik. 422011



Dale
Authorized Signatory
PRINCIPAL
YEWS, NATIONAL SENIOR COLLEGE,
NASHIK-422 001

| | |
|---|--|
| Name of Institution: Youth Education & Welfare Society's National Senior College, Nashik | Name of Industry: Sarkar Foundation |
| Address: National Campus, Maulana Azad Road, Sarda Circle, Nashik 420001 | Address: 8, Sai Sahay, Opp. Sayyad Sadik Shah Husaini Hall, near Faizane Auliya Masjid, Wadala Road, Nashik-422011 |
| Contact Details: 0253-2596692/ | Contact Details: 9309768619 |
| E-mail: nationalseniorcollege@gamil.com | E-mail: sfet.nasik@gmail.com |
| Web: www.vewsnational.org | Web: |

Witness 1:

Salwa
Salwa Mondre

Witness 2:

Bhaskar
Bhaskar Bhaskar

Witness 3:

Tabassum
Tabassum Peerzada

Witness 4:

Akshay
Akshay Bhalekar