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सदरचा मुद्रांक लिह अॅण्ड लाबसेन्ससाठी बंधी



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नु. च. कॉलेज, बारामती
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 दिनांक 28 JUL 2018

Place: Srinagar

Date: 25th July, 2018

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Tuljaram Chaturchand College of Arts, Science and Commerce (TC- College), Baramati

&

GloBiL's Agri and Food Enterprise, Srinagar (Jammu and Kashmir)

For

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

IGAT
28/7/18

For GloBiL's Agri & Food Enterprises

This Memorandum of Understanding (MoU) is entered into on this the 25th Day of July, 2018, by and between

First Party:

Tuljaram Chaturchand College of Arts, Science and Commerce (TC-College), Baramati, Tal. Baramati, Dist. Pune - 413102, Maharashtra.

Name of the Principal: Dr. Chandrashekhar V. Murumkar.

Second Party

GloBiL's Agri and Food Enterprise, Lassipora Industrial Area, Pulwama, J&K-192305 (Jammu and Kashmir)

Name of the CEO: Mr. Shabeer Ahmad

About the First Party:

Tuljaram Chaturchand College (TC-College), Baramati, Tal. Baramati, Dist. Pune - 413102, Maharashtra is an Institute working since 1962 in the field of Education. The focused areas of the institute are Education, Research and Extension.

TC College stands as one of the best colleges in Savitribai Phule Pune University (Received Best College as well as Best Principal Award 2017) and also working on rural development through different programs. It has established a strong line of research through Department of Bio-Technology (DBT), Department of Science & Technology (DST), University Grant Commission (UGC), Government of India and Indian Council of Agricultural Research, (ICAR), New Delhi and Universities. The institute is recipient of funds from almost all the prominent research agencies in India. It has received DST FIST 'O' Level, Star College and College with Potential for Excellence (CPE). It has also established a Bachelor of Vocation (B. Voc. degree course) in Food Processing & Post-Harvest Technology in 2014. College has received "A+" Grade with CGPA 3.55 in 2017.

About the Second Party

GloBiL's Agri and Food Enterprises (GloBiL's) is a proprietorship firm registered with Department of Industries Govt. of Jammu and Kashmir. GloBiL's was founded in 2015 by Mr. Shabeer Ahmad, MD and CEO of Glow Biotech Limited, (Aligarh, India), Managing Director of Gazelle Business Media (GBM) (Noida, India) and Honorary Advisor at Valiant & Company (London, UK).

GloBiL's is established at Industrial Growth Centre (IGC), Lassipora Pulwama, J&K, where a fermentation unit and a cluster of Research Labs has been established. A plantation park for research purposes has been developed with an aim to study, conserve, cultivate and formulate different products from the medicinal plants indigenous to Jammu and Kashmir. GloBiL's is also installing a food testing and processing unit.

GloBiL's Agri and Food Enterprise, Lassipora Industrial Area, Pulwama, J&K-192305 (Jammu and Kashmir)

WHEREAS:

- A) First Party is a higher Educational Institution named: Tuljaram Chaturchand College of Arts, Science and Commerce (TC-College), Baramati, Tal. Baramati, Dist. Pune - 413102, Maharashtra.
- 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.



For GloBiL's Agri & Food Enterprises Page 2 of 6


Proprietor

- 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) Globils Agri and Food Enterprises engaged in Business, Manufacturing, Skill Development, Research & Development Services in the field of Food Processing and Bio-fertilizer and its related fields.
- F) Globils Agri and Food Enterprises have two industries, 1. Aligarh, Western Utter Pradesh and 2. Pulwama, Jammu & Kashmir

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

Clause-1

Co-operation

- 1.1 Both parties are united by common interests and objectives, 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 reasonable practical, enter into all relevant agreements, deeds and documents (the Definitive Documents') as may be required to give effect to the action 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 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 teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training and Visits:** Industry and institution 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



For GloBiL's Agri & Food Enterprises Page 3 of 6


Proprietor

and exposure provided to the students and faculty through this association will build confidence and prepare the students to have 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 in the fields of – Bio-Fertilizer and Food Processing with following Activities and Services:

- To explore new opportunities in organic bio-fertilizers suitable for both main land and high land.
- To identify and commercialize microbial cultures to enhance efficiency of bio-fertilizer and organic farming in particular.
- To establish new innovative technology and its effective marketing of bio-fertilizers, micronutrients and cultures suitable for both main land and Jammu & Kashmir in particular.
- To develop agro based products for low income group of Jammu & Kashmir
- To train the interneesa a faculty for collaborative research and marketing
- To create a platform for accommodating eligible students of Jammu and Kashmir in various streams of higher education at TC College, Baramati
- To collaborate with allied industries, institutes agencies, NGOs and other related academia for effective exchange programme for students and faculty and people of common interest.
- To identify an introduce new crops, crops products, agro-based commodities at both Jammu and Kashmir and Mainland. Suitable as per need and requirement.
- To carry out activities of common interest suitable for both agencies.

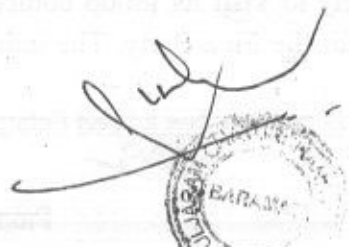
2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.6 Guest lecturers: Second Party to extend the necessary support to deliver guest lecturers 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 actively engage to help the delivery of the training and placements of students of the First Party into internships/jobs.

2.9 Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programmes on the terms specifies herein



2.10 There is no financial commitment on the part of the **TC College**, the First Party to take up any program 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, 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

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **GloBiL's Agri & Food Enterprise**, 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**, the Second Party after Termination of this Agreement by the 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

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 Name of City.

Project Administration:

Co-ordinators: The client designates **Mr. Shabeer Ahmad**, Proprietor, **GloBiL's Agri & Food Enterprises**, Srinagar (J&K) and **Dr. Wazid Ali Khan**, Head, Department of Food Technology & Research, **Tuljaram Chaturchand College (TC-**



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College), Baramati, Tal. Baramati, Dist. Pune will be responsible for the co-ordination of activities under the contract, for acceptance and approval of the reports and of other deliverables.

AGREED:

Principal
Tuljaram Chaturchand College

Name of the Institution
Tuljaram Chaturchand College,
Baramati, Tal. Baramati, Dist. Pune



Authorized Signatory
Name: Dr. Chandrashekhar. V.
Murumkar

Name of the Institution
Address:
Tuljaram Chaturchand College,
Baramati, Tal. Baramati, Dist. Pune
Contact Details: 02112-222405
E-mails: principal.tccollege@gmail.com
Website: tccollege.org

For GloBiL's Agri & Food Enterprises

Proprietor

Name of the Industry
GloBiL's Agri & Food Enterprises



Authorized Signatory
Name: Mr. Shabir Ahmad

Name of the Industry
Address:
GloBiL's Agri & Food Enterprises,
Srinagar, (Jammu & Kashmir)
Contact Details: 9219575801
E-mails: globilsagrifood@yahoo.com
Website: www.globils.co.in

Witness



Dr. Wazid Ali Khan
Head, Department of Food
Technology & Research

Witness



DR. RUQAYA AMIN CHOWDERY
HEAD R&D Division
GLOBIL'S J & K.