For CONFEDERATION OF WOMEN'S CHAMBERS OF COMMERCE & INDUSTRY (CWCCI)

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PRINCIPAL

Place: Bangalore

State: Karnataka

C.B. BHANDARI JAIN COLLEGE #84, K.R. Road, Shankarapuram BANGALORE - 560 004.

Date: 24.07.2017

MEMORANDUM OF UNDERSTANDING BETWEEN



CONFEDERATION OF WOMEN'S CHAMBERS OF COMMERCE & INDUSTRY (CWCCI) INDIA

AND



C.B. BHANDARI JAIN COLLEGE # 84, K.R. ROAD, SHANKARAPURAM, BANGALORE - 560004, KARNATAKA

MEMORANDUM OF UNDERSTANDING ON SKILL DEVELOPMENT AND INDUSTRY TRAINING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this 24th day of July, 2017 between **C.B. Bhandari Jain College** (hereinafter referred as first party) having its office at No.84, **K.R. Road, Shankarapuram, Bangalore** - **56004** and represented by Mrs DR. ASHA GANESH

And

CWCCI India (hereinafter referred as Second Party) having its office at 671, 4th Main, 11th Cross, Vyalikaval, Bangalore – 560 003 and represented by Founder – President Aishvarya Nandyapa.

WHEREAS the C.B. Bhandari Jain College has inter alia one of its objectives, to provide directly or in collaboration with Industry chambers and other institutions of higher learning, facilities like technological and professional education and skill and cultural development and to conduct seminars and workshops for the benefit of students.

WHEREAS the CWCCI India has a general aim to contribute to skill development and Education including technological and professional education and research. Being an apex chamber in India, it is felt that skill needs to be encouraged for sustainable employment under all sections of society.

WHEREAS both the parties desire to establish relations in the area of Skill and labour development and other industry related seminars, workshops and knowledge based conclaves.

NOW therefore the two parties have agreed to collaborate as follows:-

AREAS OF COLLABORATION

To conduct research, teaching, publications and in the area of Skill



development and industry related technical and managerial issues

- i) Joint Training arrangements for the promotion of skill and labour development
- ii) Jointly undertake industry and skill development oriented projects including publication of research reports on SKILL
- Usage of faculty of the first party for promotion of skill and arrangements for the industrial visits subject to the guidelines prescribed by the curriculum operational guidelines both academic and budgetary for each activity under the MOU shall be set down in a specific letter of agreement on case to case basis.

MUTUAL OBLIGATIONS

C.B. Bhandari Jain College and CWCCI India agree to enter into collaborative ventures from time to time within the objectives of the Memorandum of Understanding and for the mutual benefit of both parties. Collaborative ventures for all purposes include events, seminars, workshops, training, running skill centres and related to the manufacturing and service sectors.

The commercials such as budgeting and revenue sharing shall discussed and agreed upon through a specific letter of agreement on a case to case basis.

PROGRAM DELIVERY

C.B. BHANDARI JAIN COLLEGE as a partner in this MOU with CWCCI India shall conduct initially a pilot project to deliver the programs on the following courses:

- a. Soft Skills, Managerial skills and Professional skills
- b. Entrepreneurship Skills and Start-Ups
- c. CWCCI India as a partner of C.B. BHANDARI JAIN COLLEGE will assist them in arranging the following:

- Sharing information of Joint initiative to all relevant Institutions,
 District Chambers and other stakeholders like Industry members,
 Government and Students who shall be potential enrollers.
- Facilitating venue for conducting the program and other logistics in order to initiate the program.
- If CWCCI India Regional Council decides, it can lend its own venue without any prejudice of commercials considering C.B. BHANDARI JAIN COLLEGE as a foundation by itself which is Non-profit organisation.
- d. Facilitate circulation of promotional materials amongst its members, non-members and others.
- e. Both the parties here to undertake to jointly solicit for funds including public funds, donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
- f. The overall Memorandum shall not entail any financial obligation for both the parties to enable them to carry out programme objectives.
 - g. Both the parties shall abide by current professional guidelines on good Training practice and ethics available in relation to all training activities and programs as followed in similar associations.
 - h. Both the parties further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
 - i. Both the parties shall make rules governing the use of their respective facilities including library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project or seminar or study.

- j. Both the parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms regarding fees, remuneration and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
- k. Both the parties shall share gains/loss of the collaboration including skills and shall be decided on mutual consent.
- I. The parties shall keep each other indemnified against all damages to/or losses resulting from the fault of their respective agents.

MANAGEMENT OF THE COLLABORATION

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Mr. DR. ASHA GANESH for C.B. BHANDARI JAIN COLLEGE and Aishvarya Nandyapa, Founder - President CWCCI India.

Notification of change of successor shall be in writing to the other party, subject to mutual consent from time to time.

MATERIAL TRANSFER AGREEMENT

Any and all materials relating to programs and research works and publications transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parties and appended to the agreement of collaboration regarding the individual projects.

DURATION OF THE MEMORANDUM

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of three years.

IMPLEMENTATION

All policies, guidelines, rules and regulations issued by both the parties shall be strictly observed at all times and disputes shall be subject to Bangalore Metropolitan Jurisdiction.

SETTLEMENT OF DISPUTES

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement. Where a dispute has not been amicably resolved the parties shall enter into structured negotiation through the appointment of a arbitrator acceptable to both sides. The award of the arbitrator shall be final and binding upon both the parties.

FORCE MAJEURE

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one week thereafter shall be allowed for remobilisation to continue the performance of the contract.

REVIEW AND AMENDMENTS

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

TERMINATION OF MEMORANDUM

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than three months notice in writing.

IN WITNESS WHEREOF, the Parties here to have executed this Memorandum of Understanding this 24th Day of July, 2017.

SIGNED for and on behalf of the C.B. BHANDARI JAIN COLLEGE

C.B. BHANDARIJAIN COLLEGE 24/7

SIGNED

for and on behalf of the CWCCI India:

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FOUNDER-PRESIDENT AISHVARYA NANDYAPPA

For CONFEDERATION OF WOMEN'S CHAMBERS OF COMMERCE & INDUSTRY (CWCCI)

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Trustee 24/07

PRIKICIPAL

C.B. BHANDARI JAIN COLLEGE # 84, K.R. Road, Shankarapuram,

BANGALORE - 560 004.