

### SHRI BANESHWAR SHIKSHAN SANSTHA'S

# ARTS, SCIENCE AND COMMERCE COLLEGE, BURHANNAGAR, AHMEDNAGAR, 414002.



## **AQAR 2023-24**

# CRITERION:3 RESEARCH, INNOVATIONS AND EXTENSION

KI: 3.4 Collaboration

QIM- 3.4.3 Number of Functional MoU's with national and international institutions universities, Industries, corporate houses etc. during the year.



शासन मान्यता क्र. एन.जी.सी. 2003/ न म वि (1/03) म शि- 3

Estd.: 2004 College Code: 752 Center Code: 167

#### SHRI BANESHWAR SHIKSHAN SANSTHA'S

### Arts, Science and Commerce College,

Burhannagar, Ahmednagar 414002, Ph.: (0241)2321667

Email. shribaneshwarcollege@gmail.com., Web: http://baneshwarcollege.in

ACCREDITED 'C' GRADE BY NAAC

Ref. No.

Date: / /2024

Principal

Dr. V. M. Jadhav

M.A., M.Phil., Ph.D. (Sociology)

### Declaration

This is to declare that the information, reports, true copies of the supporting documents, numerical data, etc. submitted/presented in this file is verified by Internal Quality Assurance Cell (IQAC) and is correct as per the records. This declaration is for the purpose of AQAR submission of HEI for 2023-24.

Date:20/12/2024

Place: Burhannagar

Dr. R. H. Shaikh

Co-cordinator
Internal Quality Assurance Cell

Shri Baneshwar Shikhan Sansthas Arts, Science and Commerce College Burhannagar, Ahmednagar ID No. AN/ASC/ 074/2004 Dr. V. M. Jadhav

PRINCIPAL
Arts, Science and Commerce College

Burhannagar, Ahmednagar

# **Index**

# **Table of Content**

1.MoU W	ith His	storical N	Iuseun	<b>1</b>	4
2.MoU W	ith RB	Tech Se	rvices.	••••••	6
3.MoU W	ith RK	MM Col	lege	••••••	8
1 0	ment a	District nd Entre gar	preneu	ırship, gı	ıidance
5.MoU W	ith Dis	trict Elec	ction O	)ffice	17



महाराष्ट्र MAHARASHTRA

**2022** 

15AA 673912



प्रति

मा.कार्यकारी विश्वस्त

ऐतिहासिक वस्तूसंग्रहालय अहमदनगर

विषय : सामंजस्य करार करण्याबाबत ......

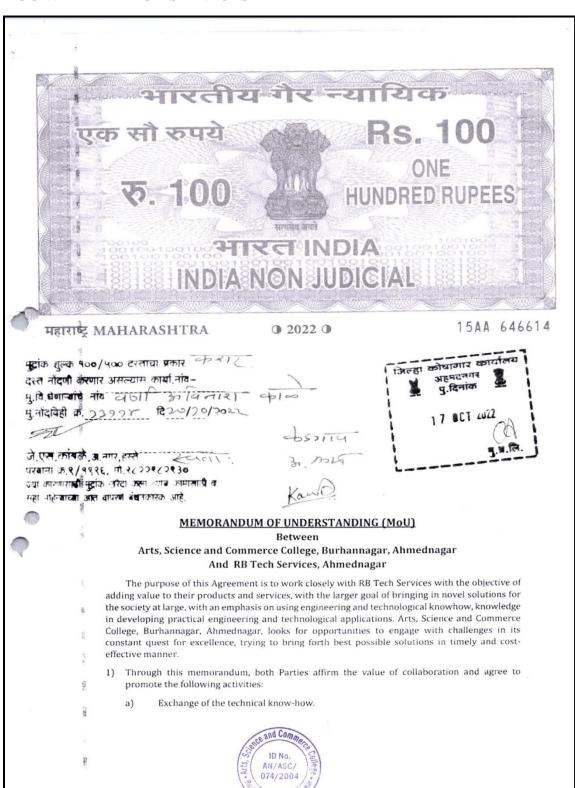
माननीय महोदय ,

उपरोक्त विषयास अनुसरून श्री.बाणेश्वर शिक्षण संस्थेचे कला,विज्ञान वाणिज्य महाविद्यालय, बु-हाणनगर,ता.जि.अहमदनगर व इतिहास विभाग यांच्या संयुक्त विद्यमाने आपल्या संस्थेबरोबर ऐतिहासिक दृष्टीकोनातून सामंजस्य करार करू इच्छित आहोत.त्या दृष्टीकोनातून आपल्याकडे उपलब्ध असलेले विविध कोर्स आमच्या महाविद्यालयात सुरु करु इच्छित आहोत तसेच महाविद्यालयातील विद्यार्थीसाठी शैक्षणिक संशोधन ,संवर्धन ,प्रदर्शन

÷	
दरत गांदणी करणार आहेत का? होय/नाहा	
नादणी होणार असत्यारा दुरराम निबंधक कायालयाच नाट	
िहरकतीचे वर्णन	
भागता रक्का २०	A
स्थातः सिक्तरं प्रावास्थाने नाव २ (णी मिरिकरे ८	वेहार अभगार अभगर
हर्मा अधारमधार स्थाप कार्य । कर्मा	37711) 8101-17
422	
3488 1	
महाक विकत देणान्याची करते	2022
मुद्राक विक्री तात को जाउं 3,9 हर. हि. 39/90/ मुद्राक विक्री देणा काडी कही राजेंद्र भी. चर्मडीया, १०९६ भिगार, नगर परवाना क्र. १२/१९६	(-)
राजेंद्र पी. चर्गडीया, १०९६ भिगार, नगर	
परवाना ३६, १३/१९९६	
ज्या कारगासाती पुढांक खरदी केला त्याच कारणासाठी मुद्राक खरदी कल्यापासन	
महिन्यास वापरणं बंधनकारक आहे	•
	4. A. C.
प्रसिद्धी व प्रकाशने,संग्राहलय व्यवस्थापन,अल	य भागि नेर्पालानीन भश्यामकम गावावन
The state of the s	प आणि दाघकालान अभ्यासक्रम याबाबत
सहकार्य करण्यास आम्ही सहमत आहोत.	
या शिवाय संस्थेच्या मार्गदर्शनाने महावि	ाचाल्यातील विद्यार्थ्यांच्या ऐतिहासिक जिज्ञासा
वाढिविण्याच्या दृष्टीने विविध स्थळांना भेटी दे	णे. स्थानिक इतिहासाचे महत्व वाढविणे व
	* * * * * * * * * * * * * * * * * * *
महाविद्यालयीन संग्रहालयाच्या उभारणीच्या दर्ष	75
विविध विषयांवर चर्चासत्र, व्याख्याने यांचे	भायोजन केले जाईल. याबाबत संयुक्तरीत्या
कार्यक्रम आयोजित केले जातील.याबाबत आपला	अनकल अभिपाय कळवावा हि विनंती.
	3,4. 5
te. 219918022	
ही - खानंद न - क्राना	
21 9116.01 32	day N
1 a mm	PO MOIN
1007	Arts, Science & Compared Callege
,	Burhannagar, Ahmadnagar-414002.
	4
	Attitue
(A)	TATALL
ओळख	ओळख
, he	ओळख जाक्सापिस्या । प्रा. केटार रागी भारकर
0 111/20	
ब्रह्मदेनगर ऐतिहासीक वस्तु संग्रहालय	
אריין זייין אריים ווייין אריים ווייין אריים ווייין אריים ווייין	
हातमपूरा, अहमदनगर	

**MoU with Historical Museum:** 

### MOU WITH RB TECH SERVICES



- Conducting joint research and product development in the area of mutual b)
- Organize meetings/seminars/workshops on topics of mutual interest. c)
- Collaborate in technical education and training to the staff of RB Tech Services. d)
- Participation of RB Tech Services in formulation of syllabus. e)
- Technology Consulting to RB Tech Services f)
- Collaboration for solving problems in Industry. g)
- Industrial visits, trainings, internships, and sponsored projects to the students of h) Arts, Science and Commerce College, Burhannagar, Ahmednagar, in technology area of mutual interest
- Making opportunities available for job placement for the students of Arts, Science and i) Commerce College, Burhannagar, Ahmednagar
- Any other activities as mutually agreed. j)
- This Agreement places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate program agreements that detail the commitment of resources and services (financial and other) required by each Institution. Subsequent program agreements must be approved in writing by the authorized representatives of each institution
  - Both the parties agree to respect and adhere to intellectual property rights and obligations of each other.

Terms of this agreement will become effective upon the date of signature by both Parties. It shall remain valid for a period of five (5) years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both Parties.

This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. Upon notice of termination both agree to settle amicably by good faith discussions any dispute or disagreement between them relating to or arising out of any provision of this Agreement.

- 6) Additionally both the parties agree that the termination of this Memorandum shall not affect the implementation of the activities, programs, and projects established under it, prior to such
- The agreement may be extended by mutual consent of the two Parties after the five-year period, and it must be renewed in writing. This Memorandum of Understanding completed in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each institution.

For: Arts, Science and Commerce College,

Burhannagar, Ahmednagar, **IQAC** Coordinator

Name :- Dr. Shaikh R.H.

Date: 20-10-2022

Signature: \www.

Principal Dr. Shridhar Shankar Jadhav

Say. V Signature:-PRINCIPAL

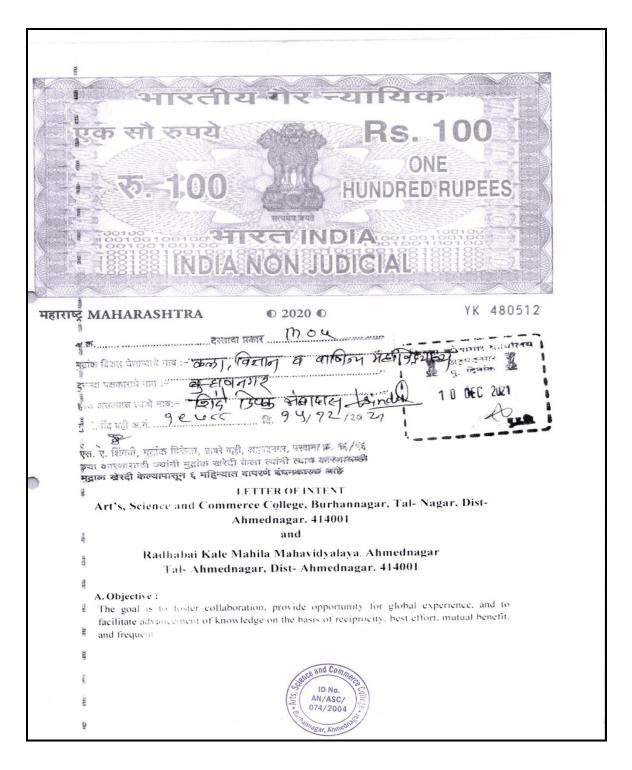
Arts, Science & Commerce College Burhannagar, Ahmednegar-414012

For: RB Tech Services, Ahmednagar

Name: Mr. Bhavik Shah

Signature :-

### MoU with RKMM College:



interactions. ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABATKATE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree:

- a) to exchange information on research and educational programmes
- b) to exchange information on teaching, learning material and other literature relevant to their educational and research programmes
- c) to jointly organize short-term continuing education programmes on topics of mutual interest and to invote each other's faculty to participate there in
- d) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein
- e) to exchange, on a reciprocal basis, students at Undergraduate level for
- limited periods of time for purpose of education.

ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its conjugate mentalism. Sec.

B. Joint Sponsored Research, Development and Consulting

ART'S: SCIENCE & COMMERCE COLLEGE. BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA. AHMEDNAGAR agree to help identify and invertigation from the other institution to participate in research or development programmes. The terms and conditions for such participation will be worked out by mutual agreement between ART'S. SCIENCE & COMMERCE COLLEGE. BURHANNAGAR—and RADHABAI KALE MAHILA MAHAVIDYALAYA. AHMEDNAGAR.

### C. Exchange of Faculty and Staff

ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA. AHMEDNAGAR agree to encourage collaboration between faculty and staff from the two institutions. Specifically, institutions will encourage members of their faculties to undertake short visits to, or take up fixed-term visiting assignments at, each other's institution as per the existing norms. Terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, name of the concerned faculty member will be worked out between ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR, Notwithstanding the above, ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR will examine ways to identify financial resources to fund international travel by their faculty/scientists/students.

### D. Student Exchange

ART'S, SCHENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree that student exchange



will be guided by principles listed below. A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

- a) Exchange students will be selected by mutual agreement between the home institution and the host institution.
- b) An exchange student will continue to be treated as full-time student at his/her home institution.
- c) An exchange student will be considered as full-time "exchange" student at the host institution.
- d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
- e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution.
- g) If an exchange student has undertaken research, then the host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.
- h) If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical report, and take steps in accordance with its own procedures.
- i) ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree to provide suitable accommodation and living expenses for student exchange.
- To avail travel expenses, students can apply for existing funding programs at their respective home universities.
- k) The exchange students will pay tuition and other fees at their home institution.

#### E. Exchange of Scientific and Technical

Material ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR will exchange information on research and educational programmes and teaching/learning material and other literature relevant to their educational and research programmes. Further, ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree to explore ways to share teaching, learning material and other relevant literature, while respecting each other's intellectual property and other rights.



#### F. Joint Conferences, workshops and short-term courses

ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree to help identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR.

#### G. Intellectual Property

ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

#### H. Co-ordination

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee, consisting of (a) Principal, ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR, or his/her nominee, (b) Principal, RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR, or his/her nominee, (c) Programme coordinator from the side of ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR, and (d) Programme Coordinator from the side of RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR, will periodically review and identify ways to strengthen cooperation between the two institutions.

#### I. Tenure and Termination

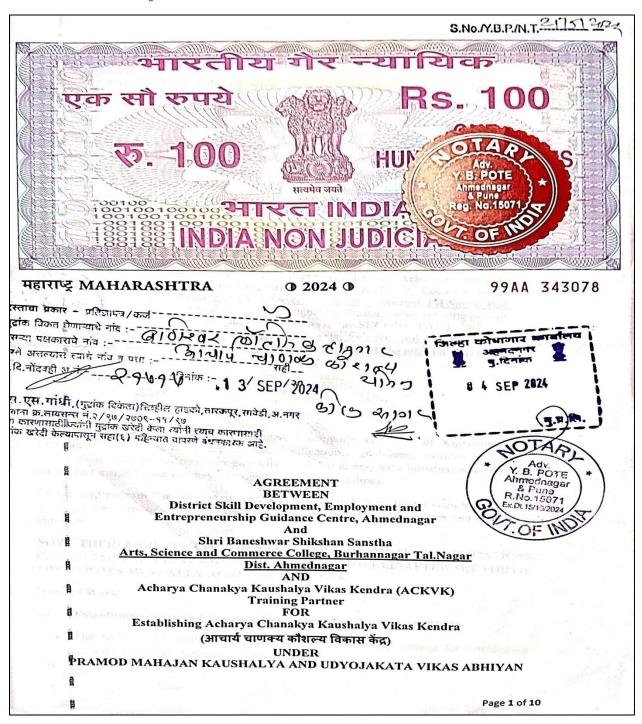
This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years, and may be continued there after suitable review and agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR or RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR will ensure that all activities in progress are allowed to complete successfully.

#### J. Arbitration Clause



Should there be a dispute relating to any aspect of academic cooperation, Principal, ART'S, SCIENCE & COMMERCE COLLEGE, BURHANNAGAR and Principal, RADHABAI KALE MAHILA MAHAVIDYALAYA, AHMEDNAGAR will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. This MoU is signed subject to approval of the respective academic/administrative bodies. Radhabal Kale Mahila Mahavidyalay Ahmednager Arts, Science & Con Burhannaga Co-ordinator IQAC Co-ordinato Radhabai Kale Mahila Mahavi Ahmednagar

### MoU with ACVK Yojana:



#### **AGREEMENT**

This Agreement has been made and agreed between the Parties mentioned below the 14th day of September, 2024

#### BETWEEN

District Skill Development, Employment and Entrepreneurship Guidance Centre Ahmednagar, functioning under Skills, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra and having its office 1st floor, Central Administrative Builiding Savedi Road, Ahmednagar District Skill Development, Employment and Entrepreneurship Guidance Centre, Maharashtra, (hereinafter referred to as "DSDE&EGC") which expression shall, unless repugnant to the context or meaning thereof, includes its successors in office and permitted assigns of the FIRST PART.

#### AND

Shri Baneshwar Shikshan Sanstha (hereinafter referred to as "Acharya Chanakya Kaushalya Vikas Kendra – Training Partner" or "ACKVK-TP" Location name), having its office at Arts, Science and Commerce College, Burhannagar Tal.Nagar Dist.

Ahmednagar which expression shall, unless repugnant to the context or meaning thereof, includes its successors, executors and administrators of the SECOND PART.

Hereinafter, DSDE&EGC and the ACKVK-TP Arts, Science and Commerce College, Burhannagar Tal.Nagar Dist. Ahmednagar shall individually be referred to as the "Party" and shall collectively be referred to as the "Parties" wherever the context requires.

#### WHEREAS:

### 1. Definitions

"Applicable Law" shall mean all statutes, enactments and Acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any authority which has or may have jurisdiction in respect of the subject matter herein (as may be amended from time to time).

"Training Program" means the training provided to candidates registered on Mahaswayam portal for the purpose of meeting the skill gap in the State of Maharashtra under ACKVK initiative.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS HEREIN CONTAINED, TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

#### 2. Scope of Work

- 2.1. Establishing Acharya Chanakya Kaushalya Vikas Kendra (ACKVK)
  - a. The ACKVK-TP shall establish a Training Centre in the college for establishing Acharya Chanakya Kaushalya Vikas Kendra.

Page 2 of 10

- The Acharya Chanakya Kaushalya Vikas Kendra Training Centre (ACKVK-TC) should be fully accredited on Skill India Portal (SIP) and empaneled on MSSDS Portal.
- c. ACKVK-TP and DSDE&EGC shall jointly complete the process of onboarding of Training Centers on MSSDS Portal.
- d. Setting up virtual classrooms in the allocated locations.

### 2.2. Mobilization of Candidates:

- a. The ACKVK-TP shall ensure that they undertake appropriate initiatives to mobilize candidates. Training Partner shall make a plan for candidates' mobilization with support of DSDE&EGC.
- ACKVK-TP shall conduct counseling of candidates prior and after commencement of the Training Program. ACKVK-TP shall make every possible effort to mobilize needy and appropriate candidates.
- c. Complete registration of the mobilized candidates on AEBAS & MSSDS Portal.

### 2.3. Courses and Training:

- a. ACKVK-TP shall plan the Training Program and ensure completion of the entire Training Program as per terms and conditions of this Agreement and Scheme Guidelines. ACKVK-TP /TC shall be responsible for the quality of Training Program as per applicable Scheme Guidelines.
- The courses are National Skills Qualifications Framework (NSQF) aligned and as per, Qualification Packs (QPs).
- c. Initiate Training Program as per allocated target immediately after approval of batches on MSSDS Portal.
- d. Capture daily attendance of candidates and Trainer on https://central.mahaswayam.ac.in (AEBAS Portal). ACKVK-TP will create training batches on MSSDS Portal.

### 2.4. Assessment and Certification of candidates:

- a. SSC/ MSBSVET will be responsible for assessment and certification of eligible candidates, as agreed by both Parties.
- b. MSSDS shall pay the assessment fees to the Assessment Agency as per the MSDE guidelines /Common Cost Norms as amended from time to time.
- c. The Assessment Agency shall submit the assessment reports to MSSDS as per Scheme Guidelines.

### 2.5. On-The-Job Training /Placements of Candidates:

a. The objective of this Training Program is to make the youth employable. Aligned with PMKVY 4.0, On-The-Job Training (OJT) is mandated by NCVET and an important component under PMKUVA Short Term Training (STT). In case OJT duration in selected job role/s is not defined, then guidelines issued by MSDE & NSDC from Important to time will be applicable.

b. ACKVK-TP shall verify and ensure that the Training Centers maintain the OJT roaster and submit scanned copies of the OJT roaster to MSSDS. ACKVK –TP shall conduct IT-based tracking of On-The-Job Training Program and placement of all candidates up to 1 year from the date of certification as per PMKVY 4.0 guidelines.

### 2.6. Management Information System:

- a. MSSDS shall provide access to Mahaswayam portal for Data management and information management. ACKVK-TP shall upload all records of the Training Program on Mahaswayam portal.
- ACKVK-TP shall appoint/provide requisite manpower for smooth conduct of the Training Program.
- ACKVK-TP shall deploy a mechanism which will administer the Training Program and will report to MSSDS.
- d. ACKVK-TP shall maintain all records, track candidates after completion of the Training Program and ensure to conduct all possible activities for hand holding the trainees at least for a period of 1<sup>st</sup> year post placement. ACKVK-TP shall designate a single point of contact (SPoC) for the Training Program.

### 2.7. Other Covenants

- a. ACKVK-TP and candidates in such Training Program shall in no way be termed and taken as employer-employees relationship. The candidates being trained are beneficiaries.
- ACKVK-TP shall comply with all rules and regulations of MSSDS/DSDE&EGC. The Training Program's progress will be assessed and reviewed as and when decided by MSSDS.
- c. ACKVK-TP shall submit the progress report of the Training Program on the 5<sup>th</sup> day of every month to the MSSDS/DSDE&EGC.
- d. MSSDS/DSDE&EGC shall arrange for visits to the Training Centers for inspection/supervision in the best possible manner and the suggestions made by MSSDS/DSDE&EGC shall be followed scrupulously by ACKVK-TP.

### **Term and Termination**

- Agreement will commence on the Effective Date and valid for a period of three (3) years. The Parties may mutually agree to renew the Agreement wholly or partially in writing. However, the ACKVK-TP recognizes that time shall be the essence of this Agreement and shall render its services accordingly. The training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year.
- Each Party may terminate this Agreement for breach of any terms and conditions of this Agreement by giving 30 (thirty) days prior written notice of its intent to terminate this Agreement to the other Party, except that each Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

Page 4 of 10

- Confidentiality and Indemnity shall survive for 1 year after termination or completion of this Agreement.
- College shall commence the TPTC Registration immediately after MoU signing and should commence the batch training within 15 days of TPTC registration completion. Failure to do so will result in immediate termination of agreement without any prior notice.

### Roles And Responsibilities

# Roles And Responsibilities of MSSDS

- MSSDS shall act as an implementing and monitoring agency and have full control a) over the ACKVK scheme component.
- MSSDS shall advertise, if needed, for mobilization of candidates for training under b)
- MSSDS shall facilitate generation of Training Batch Number (TBN). c)
- MSSDS shall monitor and evaluate the performance of the College. d)
- MSSDS shall monitor & review training. e)
- Extending support to ACKVK-TP/TC in promotion of the program through district f) administration, media and social media.
- To review the progress of the Project. g)

### Roles and Responsibilities of District Skill Development, Employment and 4.2. **Entrepreneurship Guidance Centre**

- a) Extending support to TP in organizing Mobilization camps through the District Skill Committee (DSC). b)
- DSDE&EGC will issue the work order to the ACKVK-TP depending upon the progress and performance of ongoing training batches. c)
- DSDE&EGC will issue training targets of upto 150 candidates for the first year on the basis of implementation plan submitted by the selected ACKVK-TP.
- TP shall inform regarding the schedule of training & other details to DSC & Asst. Commissioner, District Skill Development Employment & Entrepreneurship Guidance Centre of respective District in which target is allotted. e)
- DSDE&EGC shall change the batch phase of Training Batch from 'yet to start' to 'ready to start' post verification of details. f)
- DSDE&EGC shall monitor and evaluate the performance of the ACKVK-TP/TC.
- DSDE&EGC shall conduct surprise monitoring visits to the ACKVK-TP/TC&10 g) review trainings.
- Extending support to ACKVK-TP/TC in promotion of the program through distr h) administration, media and social media. i)
- To review the progress of the Project and report to MSSDS.

### Roles and Responsibilities of ACKVK-TP and ACKVK-TC 4.3.

- ACKVK-TP/TC shall agree to the norms of batch size, terms and conditions of a) payment as per scheme guidelines issued from time to time. b)
- ACKVK-TP/TC shall issue admission notices, from time to time for the courses that are offered and may also circulate publicity materials such as pamphlets, brochures, etc. in order to create awareness about courses, facilities, etc.

- ACKVK-TP/TC shall mobilize candidates who are eligible for getting trained in a specific job role for which approval has been granted by MSSDS.
- d) ACKVK-TP/TC shall register and enroll candidates on Mahaswayam portal by providing all mandatory information.
- e) ACKVK-TP/TC shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all candidates who appeared for training and are eligible for assessment.
- f) ACKVK-TP/TC shall comply with all the processes required to maintain information on the SIP & MSSDS portal and shall provide necessary IT infrastructure and manpower for the same.
- g) ACKVK-TP/TC shall maintain attendance of all candidates under training and trainers on MSSDS attendance system from start to end of training.
- h) ACKVK-TP/TC shall allow authorized officers of MSSDS / DSDE&EGC to inspect the training infrastructure available in its premises for job roles for ongoing training.
- ACKVK-TP/TC shall abide by all the instructions issued by MSSDS / DSDE&EGC from time to time.
- j) To provide documents of candidates to MSSDS as per requirement of scheme guidelines.
- k) To associate with respective Sector Skill Council (SSC) and National Skill Development Corporation (NSDC).
- 1) To arrange tools & equipment for training.
- m) To conduct training as per norms and scheme guidelines.
- n) Mobilization and counseling of trainees.
- o) Documentation and record keeping of the candidate details.
- p) To conduct training of the selected candidates.
- q) ACKVK-TP/TC shall facilitate the process of distribution of the certificates to the candidates within the time limit as per scheme guidelines.
   r) ACKVK-TP/TC shall be solely and exclusively responsible for all acts and
- omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the training program and for the health, safety and security of such persons or entities and their property.

### Target & Project Cost

Number of candidates, sectors, courses, duration of Training Program, assessment cost, cost per candidate, total project cost and target allocation, etc. will be as per the Work Order issued by DSDE&EGC and Common Cost Norms or guidelines of Government of Maharashtra as may be amended from time to time.

#### **Payment Terms**

MSSDS shall make payment to ACKVK-TP for conducting Training Program as per the payment terms mentioned in the common cost norms and relevant scheme guidelines as may be amended from time to time. The current payment terms will be as per the cost norms as per prevailing PMKUVA/PMKVY4.0 guidelines:

Milestone	PMKUVA (Proposed, subject to change as per final approval by HPC)	
51	30% - On commencement of training	

Page 6 of 10

2	30% - On completion of 50 % training and proportionate to the number of candidates achieving 70% ABBAS attendance of the 50 % training days.		
3	40% - On Certification (passed candidates only).		
4	Payment against the candidates passed in the reassessment. Any excess payment paid to be recovered in this milestone, if applicable.		

Non-adherence to PMKUVA and ACKVK Scheme guideline will be liable for penal action as per Penalty Matrix

b) MISSDS agrees to release payment upon completion of following activities and as per the scheme guidelines:

Satisfactory performance of each milestone by ACKVK-TP

 Timely creation of invoices on MSSDS portal on compliance and completion of milestones.

 Milestone wise payment will be released as per compliance of selfent guidelines and availability of funds under the scheme.

### Confidentiality

DSDE&EGC and ACKVK-TP agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on them during the term and for a period of one (1) year after completion or termination of this Agreement, regardless of the cause of such termination.

#### No Assignment

Neither of the Party to this Agreement will assign the Agreement to any third party without prior written consent of the other Party.

#### 9. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be referred to Sole Arbitrator appointed with the mutual consent of the Parties to the Agreement in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The venue of arbitration shall be Ahmednagar, India.

### 10. Governing Law and Jurisdiction

This Agreement is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Ahmednagar, India.

Page 7 of 10

## Relationship

Nothing in this Agreement shall be construed to make either Party a partner; an agent or legal representative of the other for any purpose.

# Intellectual Property Rights

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Both Parties agree to take prior permission of the other Party in writing before use of the Intellectual Property Rights of the other Party. Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the Agreement.

### Miscellaneous

- a) It is agreed between the Parties that this Agreement entered into between them is strictly on a principal-to-principal basis. Under no circumstance DSDE&EGC shall be deemed to have instructed, communicated or corresponded with any of the Second Party's employees concerning this Agreement. No relationship of employer and employee is created between DSDE&EGC and Second Party and / or any personnel engaged by Second Party. Second Party's employees deputed to perform / handle any activity under this Agreement shall not be eligible for any DSDE&EGC employee benefits.
- This Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at Ahmednagar.
- c) Validity of the agreement will be 3 Years from the date of signing the agreement. However, training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year. Training of minimum one job-role is to be imparted in each Acharya Chanakya Kaushalya Vikas Kendra.
- d) Notices: Any notice, advice, election, request, order, demand, offer or other communication required or permitted to be given under this Agreement shall be in writing and in English and shall be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:

#### If to DSDE&EGC:

Designation: Assistant Commissioner District

Address: 1st floor, Central Administrative Builiding,

Savedi Road, Ahmednagar

Email: ahmadnagarrrojgar01@gmail.com

If to ACKVK-TP: Designation: Principal

Address: Shri Baneshwar Shikshan Sanstha

Arts, Science and Commerce College, Burhannagar Tal.Nagar Dist.

Ahmednagar

Email: shribaneshwarcollege@gmail.com

Page 8 of 10

e) Force Majeure: No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Parties shall resume performance as soon as such cause is removed.

<u>Indemnity:</u> Defaulting Party hereby expressly agree to indemnify and keep indemnified other Party at all times and make good any loss, damage, suffered or incurred due to any willful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. The Defaulting Party further agrees to indemnify and keep indemnified from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this Agreement.

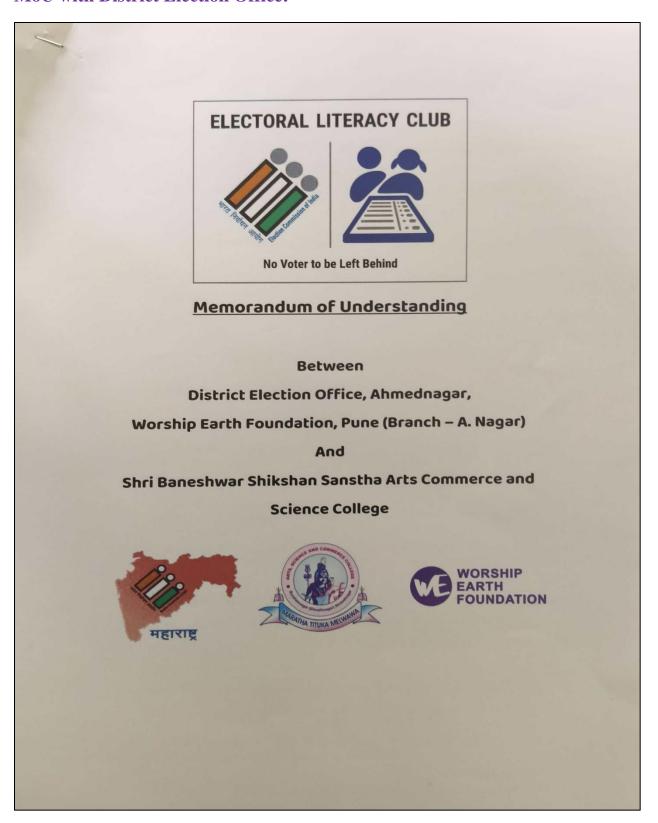
- g) <u>Further Assurances</u>: Either Party, at any time upon request of the other, shall execute or arrange for the closing or execution of any necessary act, document or thing as the requesting Party may reasonably deem necessary in order to fully perform and carry out the terms of this Agreement.
- h) Amendments: No Party shall be bound by any modification or amendment of this Agreement unless such modification or amendment is set forth in a written instrument signed by all the Parties.
- i) Waiver: Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- j) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

Page 9 of 10



22

### **MoU with District Election Office:**



This is a Memorandum of Understanding (MOU) between District Election Office, Ahmednagar, hereto referred as DEO, District Collector Office, Ahmednagar – 414006, Worship Earth Foundation, Survey No. 81/1, Plot No. 2, 1st Floor, Vithal Vista Building Rutuja Park Society, Baner Rd, near Orchid School, Baner, Pune, Maharashtra 411050 hereto referred as WEF and Shri Baneshwar Shikshan Sanstha Arts Commerce and Science College, Burhannagar, Ahmednagar 414002 hereto referred as ASKC. This MOU describes the deliverables of each party for the year 2023-24.

Goal 1: Enhancing Voter Awareness and Promoting Ethical Electoral Participation

Goal 2: Continuous Engagement with young ones in Electoral Democracy by organising events/ activity and programs

#### Goal 1: Task

- To have young ones informed about electoral process.
- Motivation and Facilitation for electoral participation
- Promoting informed and Ethical voting

#### Goal 2: Task

- Introduction of ELC in College
- Formation of ELC's in College and setting up of Executive Committee in ASKC
- Implementation of activities related to Democratic Values and Electoral Process

### **Terms and Conditions:**

- 1) ASKC will take initiative to form ELC in college and run as per give SoP.
- Setting up "ASKC-ELC" comprise of Executive committee including Nodal Officer (NO), Convener (Campus Ambassador-CA), President, Vice-President and the class representative.
- Convener (Campus Ambassador) will be the student representative of ASKC,
   DEO, Ahmednagar and WEF will give them internship duration of 06 months.
- 2 | Memorandum of Understanding Between District Election Office, Ahmednagar, Worship Earth Foundation, Pune (BO-Ahmednagar) And Shri Baneshwar Shikshan Sanstha Arts Commerce and Science College, 414002

Based on ELC and his/her performance DEO, Ahmednagar and WEF will give them completion certificate with the grading.

- 4) ASKC, NO and CA will ensure that they will conduct various programs, events, activities along with Voter Registration Drive
- 5) ASKC, NO and CA will ensure to enrol 100% students as a voter through voter registration app
- 6) On the basis of the activities/ events/ programs and Voter Registration Drive ASKC will get a nomination for district level award and then state level award.
- 7) ASKC has to extend full cooperation in helping WEF interact with the students. If a training or event or project is planned by WEF, then ASKC will make available appropriate space, volunteers, and participants.
- 8) ASKC has to extend full cooperation for displaying ELC Wall and the certificate given to college.
- 9) WEF and ASKC show readiness to work out several beneficial projects for generating citizen's awareness and for the betterment of society.
- 10) This MOU shall be valid for the college year 2023-24.

### Breach of this MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by (Party DEO office and WEF) either party hereto, other party shall be entitled to call upon the party to rectify such breach within one month from the date of notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

<sup>3 |</sup> Memorandum of Understanding Between District Election Office, Ahmednagar, Worship Earth Foundation, Pune (BO-Ahmednagar) And Shri Baneshwar Shikshan Sanstha Arts Commerce and Science College, 414002

For <b>District Election Office</b> ,	Ahmednagar	
Signature:  For Shri Baneshwar Shiks	Deputy District Elect Ahmednage han Sanstha Arts Commerce and Scien	ion Officer ar
Name: Dr. Jadhav S. S.  Designation: Principal  Signature:  Arts, Scien Burh  For Worship Earth Found  Name: Mr. Altaf Pirjade  Designation: State Coord  Signature:	PRINCIPAL ce and Commerce College annagar, Ahmednagar dation	ID NO. AN/ASC/ OTA/2004  PUNE  PUNE  AND THE STATE OF THE
Witnesses:  Mr. Pradip Patil  Mr. Sagar Kohak  Mr. Sachin Kamble	Tahsildar Election  Asst. Prof.  District Coodinator, Ahmednagar	Signature: Signature:
4   Memorandum of Unders (BO-Ahmednagar) And Shri B	tanding Between District Election Office, Ahmednag aneshwar Shikshan Sanstha Arts Commerce and Sci	ar, Worship Earth Foundation, Pune ence College, 414002