



महाराष्ट्र MAHARASHTRA

2021

ZC 248136

सोलापूर अ.क्र.-90220 दिनांक-93/09/2022

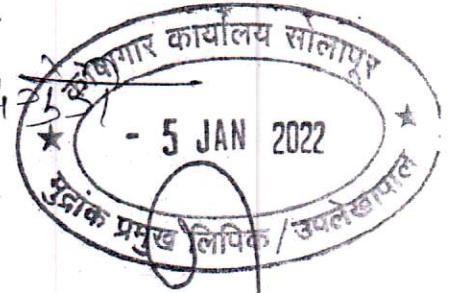
श्री./सौ./श्रीमती सुप्रकाश बाबाजी भांडार

घांती जनरल मुद्रांक

मागितलेवरून हा ₹

भरतीस ₹

₹ 700 च  
मुद्रांक दिले



श्री. दत्तात्रय दिवाजी वराडे  
शहर मुद्रांक विक्रेता, सोलापूर  
परवाना क्र. 83/1999  
फो.क्र -105 मोबा -9890277.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

School Of Commerce and Management  
Punyashlok Ahilyadevi Holkar Solapur University,  
Solapur

&

Associated Garment Cluster Foundation

FOR

INTERNATIONAL BUSINESS DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, GARMENT FAIR EXECUTION & MANAGEMENT SUPPORT

Amir

Scholar



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 15TH DAY OF – JANUARY – Two Thousand and TWENTY TWO (15/01/2022), by and between **School of Commerce and Management, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** THE FIRST PARTY represented herein by its (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

**ASSOCIATED GARMENT CLUSTER FOUNDATION, THE SECOND PARTY**, and represented herein by its Director, **Amitkumar Jain**, (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:

**School of Commerce and Management, Punyashlok Ahilyadevi  
Holkar Solapur University, Solapur.**

- 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, International business development, 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) – **Associated Garment Cluster Foundation** – , the Second Party is engaged in Common Facilities Centre Development, Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – **Uniforms and Garment Manufacturing** - - and related fields
- F) – **Associated Garment Cluster Foundation**– , the Second Party is promoted by **Group of Garment Manufacturers**; MIDC Akkalkot Road, Solapur City and background of the Company.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

**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 The budding graduates from the institutions could play a key role in international business development, 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 The second party will also take initiative to provide internship training platform to the students of the first party to enhance their marketing and finance skills and increase employability.
- 2.3 The Second Party will provide its **FACTORIES, INDUSTRIAL UNITS AND ONFIELD MARKETS** 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 - - **Innovation in Uniforms and Scope of Sustainable of Uniforms** - -.

*Amir* *Schah*



2.5 **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 and international requirements.

2.6 There is no financial commitment on the part of the Punyashlok Ahilyadevi Holhar Solapur **University**, Solapur the First Party to take up any programme 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, copy rights and designs) of the other Party.

#### CLAUSE 4

#### VALIDITY

4.1 This Agreement will be valid for 2 years, until it is expressly terminated by either Party on mutually agreed terms, during which period **Associated Garment Cluster Foundation**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Associated Garment Cluster Foundation**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

#### CLAUSE 5

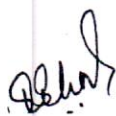
#### RELATIONSHIP BETWEEN THE PARTIES

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 **Solapur**.

A. N. Y. 

For Associated Garments Cluster Foundation  
For Associated Garments Cluster Foundation

Chairman  
Chairman

**AGREED:**

For PAHSUS

For Associated Garment Cluster Foundation

Authorized Signatory

Authorized Signatory

Punyashlok Ahilyadevi Holkar Solapur University	Associated Garment Cluster Foundation
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Contact Details: (0217) 274470-74	Contact Details +91-9423588424
E-mails registrar@sus.ac.in	E-mails amit@uctex.com
Web <a href="http://sus.ac.in">http://sus.ac.in</a>	Web

Witness 1:

Witness 3:

Witness 2:

Dr. R.S. Datar S. CM (PAHSUS)

Witness 4:

(Prof. Gantam Kamble)