



G. K. GUJAR MEMORIAL CHARITABLE TRUST'S  
**DR. ASHOK GUJAR TECHNICAL INSTITUTE'S**  
**DR. DAULATRAO AHER COLLEGE OF ENGINEERING, KARAD**



Freedom Fighter  
Late G. K. Gujar

Accredited by NAAC with " B+ " Grade

An ISO 9001 : 2008 & ISO 10002 : 2014 Certified Institute

Approved by AICTE New Delhi, DTE, Govt. of Maharashtra & Affiliated to Shivaji University Kolhapur

**Dr. Ashok G. Gujar**  
M.S.  
FOUNDER PRESIDENT

**Shri Indrajit A. Gujar**  
B. Pharm.  
VICE PRESIDENT

**Dr. Mrs. Madhuri I. Gujar**  
M.B.B.S., DGO  
SECRETARY

## Memorandum of Understanding

This MOU IS MADE AND EXECUTED on this day of 26-01-2022 between **M/s. MITCON Consultancy & Engineering Services Ltd.**, a Company registered under The Companies Act, 1956, having its registered office at Kubera Chambers, 1st Floor, Dr. Rajendra Prasad Road, Shivajinagar, **Pune – 411 005**, hereinafter referred as MITCON, which term shall unless excluded by or repugnant to the context, include its successors and assignors representatives thereof of the First Part / Party.

AND

M/s. **Dr. Ashok Gujar Technical Institute's Dr.Daulatrao Aher College of Engineering, Karad**, having address at: Vidyanagar Extn. Banawadi, Karad, Dist. Satara Pin-415124 represented by its Principal **Dr. A. M. Mulla** residing at: Vidyanagar, Karad, Dist. Satara. Mobile No. - 8600339786 Hereinafter referred to as the Dr. Ashok Gujar Technical Institute's Dr. Daulatrao Aher College of Engineering, Karad shall unless excluded by or repugnant to the context, include its successors and assignors, representatives of the SECOND PART / Party. Joint collaboration between MITCON consultancy & Engineering Services Limited & Dr. Ashok Gujar Technical Institutes' Dr.Daulatrao Aher College of Engineering, for conducting various skill based vocational training programmes under various Central and State government schemes.

### Objective of MOU: -

Development of skilled manpower required as per the norms of Industry. Optimal utilization and development of available recourses.



### Role of MITCON

- Mobilization of students for various courses.
- Imparting Theory & practical knowledge of specific trade.
- Imparting Entrepreneurial & Soft skills inputs.
- Overall coordination & monitoring of programmes.
- Conduct examination & providing certification after completion of course.
- Liaising with concerned department & Industries for placement of the trained participants.

### Role of Institute

- Providing necessary infrastructure & lab support for classroom & practical session.
- Providing Canteen & hostel facility in case of residential training programme.

### Payment Terms: -

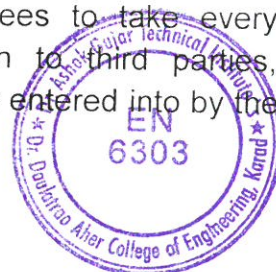
Amount payable to the institute for hiring their infrastructure facilities should be decided mutually in writing on case to case basis and shall be payable after completion of the programme or as per the terms mutually agreed by the both parties.

**Term of MOU** - This MOU shall be valid for three year i.e. from 26-01-2022 to 25-01-2025. This MOU will be renewed after expiry of the term with the consent of both the parties. This MOU, unless renewed by both the parties on due date shall automatically stand null and void.

### **Force Majeure:**

Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control including without limitation acts of God; any law, order or requirement of any government agency or authority. However both the parties are liable to provide all necessary information whenever asked for under Right to Information Act.

**CONFIDENTIALITY UNDERTAKING:** Both the parties agree to use their best efforts to maintain in confidence the existence of this MOU, the contents and terms and consideration for this MOU. Each Party hereto agrees to take every reasonable precaution to prevent disclosure of any information to third parties, except for disclosures required by law or virtue of any agreements entered into by the company of



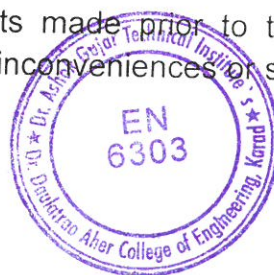
necessary to effectuate the terms of this MOU. The parties agree to take every precaution to disclose the contents and terms of this MOU only the persons who have reasonable need to know of such information.

#### **GOVERNING LAW & DISPUTE RESOLUTION:**

- a. This MOU shall be governed by the prevalent laws of India.
- b. All disputes, controversies and differences arising among concerned parties out of or relating to this MOU, including any dispute relating to the validity or existence of this MOU / Letter of Cooperation ("Dispute") shall be solely referred for arbitration under the provisions of Arbitration and Conciliation Act, 1996 and its amendment or re-enactment thereof.
- c. The arbitral proceedings shall be conducted by the sole arbitrator who shall be a person from the list of panel of Arbitrators published by Hon'ble High Court, Bombay, and shall be based in Pune who shall produce Final and binding award within six (6) months from the date of the appointment of the arbitrator. Both the parties shall co-operate with and assist the arbitrator to complete arbitration proceedings within this timeframe.
- d. The arbitral award passed by the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The Parties shall agree to be bound thereby and shall act accordingly.
- e. The seat of arbitration shall be at Pune, Maharashtra.
- f. Arbitral proceedings shall be conducted in English language.
- g. This Clause shall survive any termination or expiry of the term of this MOU.

#### **TERMINATION:**

- a. The MOU can be terminated by either party by giving the other party, a prior written notice of not less than one month of its intension to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible loses to the other party.
- b. This MOU shall also stand terminated for any reasons such as legal processes, acts of the State of similar such exigencies beyond the normal control of any party concerned and which disable any of the parties hereto from functioning further.
- c. The MOU may be terminated by both the parties by mutual consent without any prior notice.
- d. Both the parties shall honor commitments made prior to the date of notice, complete the ongoing work to avoid major inconveniences or serious dislocations



of the work of either party and shall settle any payable outstanding dues within a period of one month without recourse to compelling action, upon such termination.

- e. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- f. The clauses of this MOU, which by nature are intended to survive termination of this MOU shall remain in effect even after such termination.

We the signatories confirm that the above constitutes the understanding between MITCON Consultancy & Engineering Services Ltd. & **Dr. Ashok Gujar Technical Institutes' Dr. Daulatrao Aher College of Engineering**, for smooth & successful implementation of above referred objective.

For MITCON Consultancy & Engineering  
Services Ltd

for Dr. Ashok Gujar Technical Institutes',  
Dr. Daulatrao Aher College of Engineering,  
Karad.



**Mr. Abhay Kulkarni**  
Vice President



**Dr. A. M. Mulla**  
Principal