

THE GOZARIA NAGRIK SAHAKARI BANK LTD

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Serial No. 30090 Date 28-9-2020  
Name The KNSBL ARTS and Com  
& college Kheralu  
Address Kheralu  
Value Rs. 100.00  
(Words) one Hundred only  
The Gozaria Nagrik Sahakari Bank Ltd.  
H.O. Gozaria R. Kith

R. Kith  
GID/SIS/AUTH/AV/322/2011

## MEMORANDUM OF UNDERSTANDING (MoU)

(Agriculture- Organic Farming course)

BETWEEN

THE KNSBL ARTS & COMMERCE COLLEGE KHERALU

Managed by

KHERALU TALUKA UTTAR VIBHAG KELAVANI MANDAL, KHERALU

&

## AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU

(The Agricultural Produce Market Committee, Kheralu is established in  
1955. Work started on Dt.: 01-10-1957 under the Bombay Agricultural Produce  
Act -1939( Bombay XXII ) for the better regulation of purchase and sale of  
Agricultural Commodities in Market area.)



FOR



**SKILL DEVELOPMENT IN ORGANIC FARMING,  
OUTCOME BASED TRAININGS, PLACEMENT, R&D  
SERVICES AND RELATED SERVICES**



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23rd DAY of September Two Thousand and Twenty (23/09/2020), by and between

**THE KNSBL ARTS & COMMERCE COLLEGE, KHERALU**  
Represented herein by its Principal Dr. B J CHAUDHARI (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

### AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU

**The Second Party**, and represented herein by its Zonal / Divisional Head, **Chairman**, (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:

#### THE KNSBL ARTS & COMMERCE COLLEGE KHERALU

- 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 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) **AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU**, the Second Party is engaged in Business, Purchasing and selling commodities, Skill Development, Farmers camps and R&D Services in the fields of Agricultural Product Purchase and Marketing and related fields
- F) **AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU** , the Second Party is promoted by **Chairman and Directors** Group; APMC, KHERALU NR. RAILWAY STATION, KHERALU and KHERALU Market Yard is one of the biggest regulated Market and it is well known commercial centre throughout India for its trade of Groundnut, Asalio, Rajgaro, Fenugreek, Moong, Math, Udad, Gram, Tur, Val, Chola, Guwar, Wheat , Bajari, Juvar, Chino, Kalingada-Bij, Cotton, Coriander Seeds, Vegetables & Fruits, Suwa ( Dill Seed ) Ajmo ( Ajwain Seed ) , Raido ( Mustard Seeds ) crops of jeera, Variali, and Isabgol is only possible in Gujarat , Rajasthan and some areas in iron. Thus KHERALU is natural assembling and exporting centre of Agricultural Commodities
- G) Generally APMC KHERALU is doing purchase and selling the commodities of farmers and doing some welfare activities for farmers. Arranges Camps and shibir for farmers to impart new knowledge of farming.

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

**CLAUSE 1**  
**COOPERATION**

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.

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.

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

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.

**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.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight in to 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 and exposure provided to students and faculty through this association will build confidence and prepare the students to have a 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.

**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Organic farming and related activities.

**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.

**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 requirements.





**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.

**Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 10% of the students. The Second Party will itself absorb at least 5% percentage of the trained students.

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

There is no financial commitment on the part of THE KNSBL ARTS & COMMERCE COLLEGE, KHERALU, 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**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU**, 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** or **AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

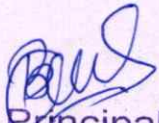
Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.





**CLAUSE**  
**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.


  
Principal  
First Party  
**The K.N.S.B.L.Arts &  
Commerce College  
Kheralu**

  
Chairman  
Second Party  
**Agricultural Produce Market Committee  
Kheralu.**

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 **KHERALU**.

**AGREED:**

For  
**THE KNSBL ARTS & COMMERCE COLLEGE  
MARKET  
KHERALU**

  
Principal  
Authorized Signatory  
**The K.N.S.B.L.Arts &  
Commerce College  
Kheralu**



For  
**AGRICULTURAL PRODUCE  
KHERALU**

  
Chairman  
Authorized Signatory  
**Agricultural Produce Market Committee  
Kheralu.**





<b>THE KNSBL ARTS &amp; COMMERCE COLLEGE, KHERALU</b>	<b>AGRICULTURAL PRODUCE MARKET COMMITTEE, KHERALU</b>
Prof.Keshubhai Desai Vidhya Sankul,Nr.Ambaji High way, KHERalu	Nr. Rail way Station, Kheralu And New Market situated Nr. Vадnagar Road, High way, Kheralu
Contact Details: 87589580606	Contact Details: 9925365977
E-mail: chaudharibj67@gmail.com	E-mail:
Website: www.kheralucollege.org	Web: NIL



Witness 1 X *VIJAY. C RAVAL*

Witness 2: X *J.J. Thekkal*

Witness 3: X *Rohit A. Harker*

Witness 4: X *Juned T. Memon*