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Dated: 18/10/2021

A Memorandum of Understanding (MoU) between

Leva Bhratrumandal, Pimpale Saudagar (LBMPS)

&

Godavari Foundation's Godavari College of Engineering and Polytechnic, Jalgaon

Leva Bhratrumandal, C/o Prudent Investments, 106B, Prime Square Commercial Complex, Nr. Dattaraj Mandir, Kunal Icon Road, Pimpale Saudagar, Pune 411 027.

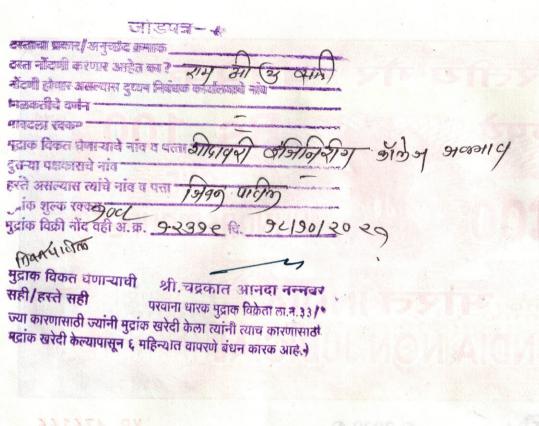
Email - levabhratrumandalps@gmail.com

Leva Bhratrumandal, Pimpale Saudagar (LBMPS) is charitable institution registered with Charity Commissioner, Pune. It has following registrations –

Registration under Co-operative Societies Act -Maha 2191/2012/Pune Dt. 23/11/2012

Registration with Charity Commissioner - F 41714 (Pune) Dt. 23/3/2013





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PAN Card No. - AABTL 0392 H

Registration U/S 12AB of Income Tax Act – AABTL0392HE20206 (Provisional) dated 23/6/2021.

Registration U/S 80G of Income Tax Act –CIT EXEMPTION, PUNE/80G/2019-20/A/10445 renewal applied for. Matter in process at Income tax Office

Registration with Niti Aayog (NGO Darpan unique Id) - MH/2021/0284053

Registration with Ministry of Corporate Affairs (MCA) for undertaking CSR Activities – CSR 900009094 dated 17<sup>th</sup> June 2021.

LBMPS practices & honor all government guidelines & requirements

LBMPS work for upliftment of region & people in general. LBMPS is keen to enhance quality of education imparted to students by various educational institutions.

2. Godavari Foundation's Godavari College of Engineering and Polytechnic, Jalgaon (GFGCOEJ) - Phone: 91-257-2213500

E-mail: gcoe1999@gmail.com

Godavari Foundation's Godavari College of Engineering and Polytechnic, Jalgaon, Dist Jalgaon is a college affiliated to Dr. Babasaheb Ambedkar Technological University, Lonere. It offers U.G. and P.G. courses in Engineering. Being an affiliated College to the Dr. Babasaheb Ambedkar Technological University, Lonere, and the College offers flexibility in courses within the framework of the University. 03 Diploma, 04 UG, 03 PG and 03 Ph.D. programs are run by the college leading to degrees in the concerned subjects / streams of the students' choice. Every year. near about 210 students enrolled for various programs in the college.

Together both the parties, represented by,

Purushottam Pimpale LBMPS, Pune Dr. Vijay H. Patil
Principal,
GFs GCOE & Poly, Jalgaon

PRINCIPAL
Godavari College of Engineering
Jalgaon.(M.S.)





#### IT IS HEREBY AGREED AS FOLLOWS:

This memorandum of understanding is a legally non-binding agreement, but it is intended to be a clear statement of the respective moral & psychological rights and responsibilities of the parties.

Annexure "A" attached with this MoU is an integral part of MoU & must be considered together

### **DEFINATIONS AND INTERPRETATION**

As used in this Memorandum of Understanding, the expressions below shall have the following meanings, unless the context otherwise requires:

'LBMPS' means Leva Bhatrumandal, Pimpale Saudagar, Pune 411027.

'GFGCOEJ' means Godavari Foundation's Godavari College of Engineering and Polytechnic, Jalgaon, Dist: Jalgaon.

Phone: 91-257-2213500 E-mail: gcoe1999@gmail.com

"Confidential Information" means any information, however it is conveyed, that relates to business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential:

"Memorandum of Understanding" means this agreement, comprised of Clauses hereto:

"Default" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of fundamental term) or any other default, act, omission, negligence or stamen of the relevant party, its employees, servants, agents or Sub contractors in connection with or in relation to be the subject-matter of this Memorandum of Understanding and in respect of which such Party is liable to the others;

"Disputes" means any dispute, difference or question of interpretation arising out of this Memorandum of Understanding;

"Dispute Resolution Procedure" means the dispute resolution will be on mutual concern basis;

"Effective Date" means the date of this Memorandum of Understanding.

"Escalation Procedure" means the escalation procedure will be on mutual basis;

"Force Majeure Event" Neither parties shall be liable to the other for nay failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including, without limitation, an Act of God, war, strike, or fire; but due diligence shall be used in curing such cause and in resuming performance.

"Issue" means any disagreement between the Parties;

"Neutral Advisor" means an independent third Party who determines the categorization of Dispute as set out if happen;





#### **GENERAL**

A reference to any statute, enactment, order, regulation or other similar instrument shall be constructed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statue, enactment, order regulation or instrument or as contained in any subsequent re-enactment thereof.

The parties shall comply with any express obligation in this Memorandum of Understanding to comply with any document, statute enactment, order regulation or other similar instrument that is referenced in this Memorandum of Understanding.

Heading are included in this Memorandum of Understanding for ease of reference only and shall not affect the interpretation or construction of this Memorandum of Understanding.

References to Clauses are unless otherwise provided, references to clauses of this MOU.

Except as otherwise expressly provided in this Memorandum of Understanding, all remedies available to each Party under this Memorandum of Understanding are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

Each Party agrees that it will take reasonable steps to mitigate any losses which it suffers in connection with this Memorandum of Understanding.

Each Party shall remain responsible for all acts and omissions of its Subcontractors and all acts and omissions of those employed or engaged by its Subcontractors as if they were its own.

#### DURATION OF THE MEMORANDUM UNDERSTANDING

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective and shall remain in full force. This MOU may be terminated, without cause, with minimum of 3 months prior written notice by either party, which shall be delivered by hand or by certified mail to the address listed above.

### **GENERAL OBLIGATIONS**

The Parties shall abide by the terms of the term which defines the responsibilities and requirements of the Parties with respect to the product/service.

The Parties understand that any financial considerations associated with the required forms of collaboration under this Memorandum of Understanding will be met by each Party itself.

In any cases of discontinuance, the Parties will honor respective agreed commitments either via the accepted arrangements or agreed alternatives negotiated at that point.

Few ideas from anyone within this chain or outside the chain may be developed & intellectual property rights & wealth may be created from such product/ technology through this initiative. All parties involved in such rights & wealth should get reasonable credits & share from the all gains. Stakeholders include original idea holder, LBMPS, Involved College, & / or Involved CICS & involved sub agencies.

#### THE PURPOSE

The purpose of this MOU is to establish the terms and conditions under which LBMPS will work to improve Educational quality standard of Godavari College of Engineering and Polytechnic, Jalgaon, Dist Jalgaon & try to bring it at par with any other best rated college in metro cities. The efforts will also cover improvement in college campus & its ratings with national accreditation agencies.

For the purpose LBMPS will try & connect various industrial houses with college, arrange in campus or outdoor seminars, arrange industry orientation training to college faculties, arrange college connect with key institutions, arrange faculty exchange program wherever possible, arrange & negotiate for industry sponsorship to activities for college students etc.

College will support LBMPS, its representatives & allies for various activities, create conducive environment for workshops, seminars, faculty training & exchange program, campus improvements if required & suggested, allow students involvement in social responsibility projects & manage funds wherever required.

Both the parties will support each other through their field of expertise in training & monitoring as well as in successful execution of this project. Both the parties will not indulge in any harmful activity to each other & protect each other's interest.

LBMPS & College will work together in fulfillment of their common motive.

LBMPS is an Organization registered with charity commissioner of Pune, Maharashtra and registered with Income tax U/S 12AA as well as 80 G of Income tax act.

College is registered higher educational institution affiliated with Dr. Babasaheb Ambedkar Technological University, Lonere. having facilities of imparting education to students in Engineering and Technology streams leading to Diploma, graduation, post-graduation and PhD.

Together both the parties will work to nurture responsible, educated citizens for tomorrow.

#### REPRESENTATIVES

The person nominated by the LBMPS as being responsible for all aspects of key management is:

Purushottam S. Pimpale Chairman. LBMPS, Pune

The person nominated by College as being responsible for all aspects of key management & for receipt of integrity keys is:

Name: Dr. Vijay Hari Patil

Designation: Principal, Godavari College Of Engineering and Polytechnic, Jalgaon





#### CONFIDENTIALITY

The Parties shall:

Treat the other Party's Confidential Information as confidential:

Not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent; and

Only use such Confidential Information in connection with this Memorandum of Understanding or in connection with the provision;

Each Party may only disclose the other Party's Confidential Information to its staff, agents, consultants and Subcontractors who are involved in the provision and who need to know the information, and shall ensure that such staff and Subcontractors are aware of and shall comply with these obligations as to confidentiality.

Signed By:

Full Name: Purushottam S Pimpale

Position: Chairman.

For and on Behalf of LBMPS.

Signed by:

Full Name: Dr. Vijay Hari Patil

Position: Principal,

Godavari College of Engineering For and on Behalf of Godavari College Of Enggand Polytechnic, Jalgaon.

Witness:

Sign Ogel	Sign Pohr
Name Dr Vijeykumas Womkhede	Name Dr. Ni Hin N. Bhole
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PRINCIPAL





## Annexure "A"

This annexure is an Integral part of MOU between LBMPS & GFGCOEJ / CICS / IMI

Educational Quality Improvement program proposal for Godavari College of

Engineering and Polytechnic, Jalgaon (GFGCOEJ)

# "SETU" - Bridge between Industry & Academics

### Objectives -

- A) To improve quality of education imparted to students in Godavari College of Engineering and Polytechnic, Jalgaon (GFGCOEJ)
- B) To ensure all round development of students & inculcate sense of social & national responsibilities in students.
- C) To incorporate needs of industry & or commercial houses in education.
- D) To develop educational institutions on value based & value addition pattern.
- E) To develop educational institutes, university, industry, students, society & the region through mutual co-operation.

# Partners to the proposal -

- A) Educational Quality Improvement Program **EQIP**.
- B) Godavari College of Engineering and Polytechnic, Jalgaon (GFGCOEJ)
- C) Leva Bhratrumandal, Pimpale Saudagar, Pune 411027, herein after termed as LBMPS.
- D) Other Colleges associated with this initiative. Herein after termed as college/s
- E) Corporates I Industries / Commercial / Service establishments willing to join this programme, herein after termed as <u>CICS</u>.
- F) Individuals / mentors/ institutions who are willing to join & who support this initiative of regional development, herein after termed as **IMI**.

# Salient Points & Process-

GFGCOEJ & LBMPS will jointly work out detailed plan, finalise terms of reference for each participants & draft format of agreements by & between all the stake holders. LBMPS will act as main coordinator between the parties. LBMPS will also act as prime point of source developer for events, activities & participants.

GFGCOEJ will issue authorization letter to LBMPS as coordinating partner for the

project.

With authorization & recognition from GFGCOEJ, LBMPS will negotiate, take various inputs & aspirations of all stake holders, coordinate between each of them & create cohesive environment within the stake holders.

GFGCOEJ / Colleges will be responsible for implementation of the initiative in its true spirit to develop responsible citizens for tomorrow's bright region & India.

CICS & IMIs will support colleges as per directives & guidance of GFGCOEJ & LBMPS.

All such support will be at will & with mutual consent.

Terms of reference can be amended from time to time with mutual consent of all stake holders.

## Gains & liabilities of each stake holder -

Considering objectives & laid down process of the program, all stake holders are likely to receive cutting age technology at just & in real time. This will lead in considerable enhancement in their overall standing & ranking. Implementation of the program in its letter & spirit will produce patriotic, responsible & knowledgeable future citizens for region & Nation. Brief takeaway for each stake holder could be summarized as under

# A) - Godavari College of Engineering and Polytechnic, Jalgaon (GFGCOEJ) -

A1 - Gains - Will get credit of imparting quality education, may get higher ranking within university/es, will help get more admissions in associate colleges, will have key status in all promotions, achievements & credits of this program.

**A2 - Liabilities -** Will need to allot special funding, will need to encourage more & more workshops & seminars, will need to introduce new industry oriented short duration skill development programmes & all activities associated with it, will need to put in place quality audit process, will need to accommodate third party organisation such as LBMPS & its alleys in the system.

# B) - Leva Bhratrumandal, Pimpale Saudagar (LBMPS) -

B1 - Gains - Will be termed as special organization working for key exclusive program for future generation, will get special credits in all promotional & other activities & achievements associated with this program, could be party to receive

special recognitions, will get exposure & recognition from DRAGDBMM / Colleges, CICS, & IMIs which could be beneficial for other activities too, expectation & perception of society toward LBMPS may change,

**B2- Liabilities -** Will need to ensure dedicated & studied manpower for continuous follow up with all stake holders, one or more dedicated persons will need to be spared & these gentlemen may need to travel extensively, will need to constantly look out for innovative & new ideas for student development, may have to manage some fund provisions, expectation & perception of society toward LBMPS may change, will need to work out amicable solutions to all problems of all stake holders, will need to employ special transparent process for execution of all activities,

### C) - Colleges -

C1 - Gains - Would get name & fame as quality educational institute, will get more & more new students admissions at ease, staff could be motivated & dedicated & update with cutting edge technology I knowledge, will get exposure to CICS, will be part of all promotional & other associated activities & achievements of this program, staff will get opportunities of training & motivation from CICS + IMIs, students will get exposure to practical projects at CICS & job opportunities for select few,

C2 - Liabilities - May have to reserve some funding for direct & indirect expenses of the program, will need to release staff for orientation / training / seminars & or workshops, will need to provide space & other facilities for seminars & workshops etc, may need to manage special short-term skill development courses & associated workload if required, will need to bear additional workload of various seminars / workshops, camps & or Study visits to CICS, Recruitment support.

# D) - Corporates, Industries, Commercial & or Service Establishments (CIC)

D1 - Gains - Would be able to get pre-trained manpower, will get innovation supporting hands for new projects, will be part of all promotional & associated activities & achievements of the program, will have access & say in educational quality & university functioning,

D2 - Liabilities - Would be required to sponsor few events / seminars / workshops /

camp activities, will need to accommodate & allow study visits of students, will need to accommodate orientation training of college staff & associated expenses there off. will need to accommodate few students for pre-graduation project work & expenses there off, may need to spare expert staff for guidance to students & associated expenses there off, may have to provide recruitment support.

## E) - Individuals, Mentors, Institutions (IMI)

E1 - Gains - will be part of all promotional & associated activities & achievements of the program, will get satisfaction of fulfilling social responsibility, will get exposure to GFGCOEJ / LBMPS / CICS / IMIs, few may get indirect benefits out of reach through this program or through exposure.

E2 - Liabilities - As per self-will.

### F) - Students

F1 - Gains - Will get quality education, real time experience & latest industrial trends, can expect all round development, study visits to CICS, will get rich experience of various seminars / workshops & or camps, will get opportunity to do pre-graduation project at CICS campus, may get job placement opportunity,

**F2** - **Liabilities** - may need to bear some monetary expenses, may need to undergo hard work & attentive studies, will need to cross mental barriers if any, may need to put in time & physical energy for various seminars / workshops / campus & or similar activities of the program,

# Activities & initiatives those are likely to be undertaken for Educational Quality

### **Improvement** -

- College representatives & Professors orientation & training at CICS.
- Faculty Exchange program with key educational institutes.
- Introduction & basic values of each religion.

• Personality development program for students. This will include presentation

techniques, manners & etiquettes, time management, discipline, confidence building, Convincing power, negotiation skills, art of listening, stage daring, leadership development, communication skills, group discussions, event management (planning & execution), hobby persuasion, social & environment responsibilities etc.

- Health, happiness, importance of relations & relatives.
- Exchange of thoughts among students, professors & parents.
- Visit to & understanding CICS. Exchange of views & thoughts among CICS team & students.
- Exchange of thoughts & views among CICS teams, GFGCOEJ, LBMPS, IMIs, & Colleges.
- Introducing special short-term skill development courses as per CICS needs.
- · Motivation, sponsoring for development of student's innovative ideas.
- Arranging various seminars / workshops & off campus events to provide ample scope for leadership & personality development.
- Students to get opportunity in CICS to undergo pre-graduation project practical / execution *I* development.
- College campus & local area development through social service.
- Awareness/ training on Environment/ solid waste Mgmt/ Traffic discipline etc.

# Criteria for quality measurement -

- ✓ Number & types of activities undertaken by college.
- Number of professors' undergone training / orientation in a year & their ratio with total professors' strength.
- ✓ Number of student's activities & their variety (types) in year.
- Number of participating students in various events & their ratio with total student strength.
- Number of off campus activities, total number of students' participation in off campus activity & their ratio with total students' strength.
- Effect & difference in annual pass out result of students.
- ✓ Change in cut off percentage for new admissions (if any).
- Number of research papers published by students & professors in year.
- Number of patent applications filed in names of college faculties & or students. Any

- change in quality of new faculties wishing to join college staff.
- ✓ Any change in CICS approaching for campus selection in college? If yes quantify the difference & offered pay package.
- ✓ On an average time taken by normal student for settling down in career.
- ✓ Does college campus observe green concept? (should use solar energy, solid waste mgmt. unit., rain water harvesting installation, min. 40% or more green cover, discouragement to private vehicles etc.)
- ✓ Does college & students engage themselves for social activities? If yes, average hours spent on social activity per student.

Signed By;

Full Name: Purushottam S Pimpale

Position: Chairman,

For and on Behalf of LBMPS.

Signed by:

Full Name: Dr. Vijay Hari Patil

Position: Principal,

PRINCIPAL
Godavari College of Engineering
Jalgaon.(M.S.)

For and on Behalf of GFGCOEJ.

Jalgaon 425003

Leva Bhratrumandal address: 106 B, Prime square comm. Complex, Kuna! Icon Rd, Pimpale Saudagar Pune 27. Contacts: Adhyax: shri Pimpale 9595406516, karyadhyax: shri Khdase 8805625826, Sachiv shri Gajare -9860254036 Website: www.Lbmpspune.come mail:levabhratrumandalps@gmail.com.