

**SIGNING OF  
MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**VIVEKANAND COLLEGE, KOLHAPUR**

**(AUTONOMOUS)**

**AND**

**WISDOM FOUNDATION, VATHAR TARF**

**VADGAON,**

**KOLHAPUR - 416112**

**Date 16/03/2023**

॥ ज्ञान, विज्ञान आणि सुसंस्कार यांसाठी शिक्षणप्रसार ॥

- शिक्षणमहर्षी डॉ. बापूजी साळुंखे



## श्री स्वामी विवेकानंद शिक्षण संस्था, कोल्हापूर.



सि.स.नं. २१३०, ई, ताराबाई पार्क, कोल्हापूर. फोन : (०२३१) २६५४६५३, २६५२७२०, २६६६७६३

Email :- vivekanandsanstha@yahoo.com Website :- www.vivekanandshikshansanstha.edu.in

शिक्षणमहर्षी डॉ. बापूजी साळुंखे  
बी. ए. टी. टी. कोल्हापूर  
संरक्षक-संस्थापक

मा. नाम. चंद्रकान्त (दादा) पाटील  
महसूल मंत्री, महाराष्ट्र राज्य  
अध्यक्ष

प्राचार्य अभयकुमार साळुंखे  
एन. ए.  
कार्याध्यक्ष

प्राचार्या शुभांगी एम. गावडे  
एन. ए. एम. ए.  
संकेटरी

जावक क्र./ अमावि / 10485

दिनांक 22 FEB 2023

प्रति,  
प्राचार्या,  
विवेकानंद कॉलेज (स्वायत्त), कोल्हापूर



**विषय : विजडम फाऊंडेशन, कोल्हापूर यांच्याशी प्लेसमेंट कराराबाबत..**

**संदर्भ: आपले पत्र जा.क्र.२५०८/२०२३ दि.११/०२/२०२३..**

उपरोक्त विषयी संदर्भिय पत्रान्वये आपणांस कळविणेत येते कि, आपल्या महाविद्यालयात प्लेसमेंट सेल आहे. पदवी व पदव्युत्तर पदवी प्राप्त केलेल्या विद्यार्थ्यांना नोकरी देणेकरीता विजडम फाऊंडेशन, कोल्हापूर यांचे समवेत MOU करण्यास व MOU च्या माध्यमातून महाविद्यालयास आर्थिक व्यवहार करण्यासाठी सदर पत्राने परवानगी देणेत येत आहे.

कळावे,

प्राचार्या साळुंखे  
24/2/2023

PR  
25/2/2023

(प्राचार्या सौ. शुभांगी गावडे)  
संकेटरी  
श्री.स्वामी विवेकानंद शिक्षण संस्था  
कोल्हापूर





महाराष्ट्र MAHARASHTRA

2022

13AA 142154

दस्तावेज प्रकार/अनुच्छेद क्र. - ऐच्छिक कार्य दस्त नोंदणी करणार आहेत का ?-होय/नाहो  
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव -  
मिळकतीचे वर्णन -

मोबदला रकम रुपये

मुद्रांक मि. प्राचार्य .विवेकानंद कॉलेज - कोल्हापूर

दस्तावेज

हस्ते अ. शंजय ठाणेकार

मुद्रांक शुल्क रु. 9001 -

मुद्रांक विक्री नोंद वही अनुक्रमांक 92062 दिनांक -

16/3/2023

मुद्रांक विक्री घेणाऱ्याची सही



23 FEB 2023

STAMP HEAD CLERK  
TREASURY OFFICE  
KOLHAPUR (M.S.)

सौ. शारदा अशोक पोवार (स्टॅंप व्हॅंडर)

२२५९, ई, का. शावडा, कोल्हापूर.

परवाना क्र. मु. वि. अ. / करवीर / ९४

दि. ७/७/१९९४

कोड नं. २६०१०४८

### Memorandum of Understanding

This Memorandum of Understanding is made at Kolhapur on 01/12/2022.

BETWEEN

Vivekanand College, Kolhapur at, 2130, Tarabai Park, Kolhapur herein after referred to as VCK, Kolhapur (Which term shall so far as the context admits be deemed to mean and include its successors, administrators and assigns) of the **First Part**,

AND



16.03.2023





**Wisdom Foundation** incorporated under the Society Act, 1860, Maha/34085/Kolhapur having its Corporate Office at Office Vathar Tarf Vadgaon, Suvarna Complex Second Floor, Behind Bus stand, Kolhapur - 416112, Maharashtra, **Second Part**.

**WHEREAS:**

1. **VCK, Kolhapur** is an autonomous college in Kolhapur.
2. **Wisdom Foundation, Kolhapur** is a Training Partner associating with corporates for providing training to the students as part of their CSR activity.
3. **VCK, Kolhapur** is willing to enter into a Memorandum of Understanding (MOU) with **Wisdom Foundation** for the skills enhancement and placement initiative program of Wisdom Foundation.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. **Objective:**

The objective of this MOU is to enable students of Vivekanand College and different educational units of Shri Swami Vivekanand Shikshan Sanstha (SSVSS), Kolhapur to access resources that would enhance their employability, skill development and final placements.

2. **Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of one year from such date after which the same may be reviewed by either party as per the requirement. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

3. **Roles & Responsibilities of the Vivekanand College, Kolhapur**

- a. **VCK, Kolhapur** shall be responsible to nominate one person for each institute with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. **VCK, Kolhapur** shall share the details of the students like name, email ID, and contact details who are willing to undergo the aforesaid skill enhancement training program with **Wisdom Foundation**.
- c. It would be the responsibility of the **VCK, Kolhapur** to ensure that proper publicity of the Program is made through their website.
- d. It would be the responsibility of particular unit to ensure that all their students adhere to training schedule as decided by the team.
- e. To encourage the Students to register for the Program by informing them about the benefits of the program.
- f. To provide all the support services and facilities to **Wisdom Foundation** during the conduct of the said Training and Placement Program.



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16/3/2023





- g. To encourage the students to avail the placement opportunities offered from time to time.

**4. Roles & Responsibilities of Wisdom Foundation:**

- a. **Wisdom Foundation** shall be responsible to provide access to employability enhancement training.
- b. **Wisdom Foundation** will arrange at least one training program per semester for Vivekanand College and different units of SSVSS, Kolhapur in total coordination with the representative of that particular educational unit.
- c. **Wisdom Foundation** will arrange all the necessary Trainings, Pre-Placement activities like mock tests, mock interviews for the final placements of students.
- d. **Wisdom Foundation** will arrange In-campus Job Fairs, Virtual Fairs as per the requirements.
- e. **Wisdom Foundation** will arrange all the training & placement activities at no extra cost to Vivekanand College or the affiliated educational units of SSVSS, Kolhapur.
- f. **Wisdom Foundation** will implement various CSR projects, as per the requirements of Vivekanand College and SSVSS, Kolhapur.
- g. The representative of Wisdom Foundation will remain present in campus for meetings / discussions on a particular day and time as decided by mutual parties.
- h. **Wisdom Foundation** will arrange at least five campus drives per year for a particular unit which will help in placing maximum students of that unit.
- i. **Wisdom Foundation** will arrange the necessary technical / non-technical training programmes for the particular unit which will boost the possibilities of students getting placed in better companies with better packages.

**5. Other Terms & Conditions:**

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. The students should register as per the process.
- c. Program Coordinator to be appointed by School / College / Institute.
- d. Institute departmental TPO's active support and participation is required for smooth & efficient conduct of the program.

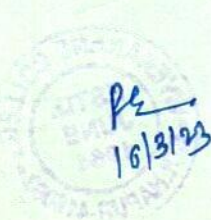
**6. Commercials:**

**Vivekanand College** will pay Rs. 35000/- (Rs Thirty Five Thousand Only) per month as consultation charges to **Wisdom Foundation, Kolhapur** for conducting and coordinating all the above said activities.

The travelling allowance required will be as per the guidelines mentioned in Appendix-A.

**7. Limitations and Warranties :**

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.





**8. Termination:**

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the on-going Training Programs, which would be without any hindrance and would be progressed for completion.
- c. On termination of the MOU, either parties will take care not to damage the good will of the other party.

**9. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Training and placement Program/ Corporate Relationship Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**10. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

**11. Confidential Information:**

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have





been terminated, the same can be done after taking the consent of the other party.

## 12. Force Majeure:

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

## 13. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Kolhapur, Maharashtra alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Kolhapur, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

Focused activity needs to conduct by Wisdom Foundation for Vivekanand College and affiliates of Shri Swami Vivekanand Shikshan Sanstha, Kolhapur

- Training
- Skill Development Program
- Guest Lectures
- Industrial Visits
- Placements
- Job fairs/ Virtual Fairs
- Faculty Development Programmes
- Student Development Programmes



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- Implementations of CSR Projects

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For Vivekanand College, Kolhapur

*R.R.K.*  
*15.3.2023*  
**(Authorized Signatory)**  
Name: Dr R R Kumbhar  
Designation: Principal  
Place: Kolhapur  
Date:  
Stamp:

**PRINCIPAL**  
**Vivekanand College**  
**Kolhapur**

For Wisdom Foundation

*Ajay Krishna Maske*  
**(Authorized Signatory)**  
Name: Dr. Ajay Krishna Maske  
Designation: President  
Place: Kolhapur  
Date:  
Stamp:

**FOR WISDOM FOUNDATION**  
*Ajay Krishna Maske*  
**PRESIDENT**

**Vivekanand College**  
**Kolhapur**

**WISDOM FOUNDATION**  
**Kolhapur**



## Appendix - A

### 1. Travelling –

- 2 Tier AC class by rail.
- Rs. 5 per km by road if travelling in car.
- If travelled by public transport then additional allowance of Rs. 300 per day or at actuals (whichever is lower) will be given for local travel by auto / taxi.

### 2. Accommodation –

- Tier 1 city / Metros – Hotel accommodation upto tariff Rs 2500 per day.
- Tier 2 city – Hotel accommodation upto tariff Rs 2000 per day.

### 3. Food -

- Rs. 300 per day.

### Note -

1. Representative of Wisdom Foundation has to give prior intimation in writing and take approval from the reporting authority at least 2 working days prior to his/her date of travelling.
2. 50% advance for tour expenses can be given only after the written approval of the reporting / sanctioning authority.
3. In case the travel is along with the sanstha authorities, the expenses will be borne by sanstha authorities and no separate claim can be done for the same travel.

For Vivekanand College, Kolhapur

*RCU*  
16.3.2023  
(Authorized Signatory)

Name: Dr R R Kumbhar

Designation: Principal

Place: Kolhapur

Date:

Stamp:

**PRINCIPAL**  
Vivekanand College  
Kolhapur

For Wisdom Foundation

*Ajay Krishna Maske*  
(Authorized Signatory)

Name: Dr. Ajay Krishna Maske

Designation: President

Place: Kolhapur

Date:

Stamp:

**FOR WISDOM FOUNDATION**

*Ajay Krishna Maske*  
**PRESIDENT**