

**MEMORANDUM OF UNDERSTANDING  
ON COOPERATION IN  
SKILL & ENTREPRENEURSHIP DEVELOPMENT ACTIVITIES FOR WOMEN  
BETWEEN  
PRODUCT AND PROCESS DEVELOPMENT CENTRE (PPDC) AND  
COLLEGE OF NON-CONVENTIONAL VOCATIONAL COURSES FOR WOMEN  
(CNCVCW), KOLHAPUR**

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This Memorandum of Understanding (MoU) is entered on 22 March, 2021 by and between:

- i. Product and Process Development Centre (PPDC), a Govt. of India Society setup with the assistance of Govt. of India, Govt. of U.P. & UNDP/UNIDO in 1985 for technological up-gradation of Micro, Small & Medium Enterprises (MSMEs) having its registered office at Foundry Nagar, Agra-282006 (UP) herein referred to as 'PPDC Agra' represented by Shri Vikas Verma, Assistant Director (Training)/Incharge, Extension Centre – Kolhapur.
- AND
- ii. College of Non-Conventional Vocational Courses for Women (CNCVCW), established at University Road, Kolhapur – 416004 herein referred to as 'CNCVCW College' represented by Dr. R. A. Shinde, Secretary & Managing Trustee, CSIBER Trust, Kolhapur.

PPDC Agra and CNCVCW College (hereinafter referred collectively as 'Parties').

**WHEREAS:**

- A. PPDC Agra is engaged in providing assistance to MSMEs in the areas of Testing, Process & Product Development, Skill Development/ Management/ Quality Trainings, Entrepreneurship Development & Technical Consultancy.
- B. Women College is inter alia is engaged in various Non-Vocational Courses form Women.
- C. The Parties have recognized the mutual understanding to support Women Skill & Entrepreneurship Development activities to promote Employment & Self Employment among women in the country.
- D. On the basis of this common recognition, the Parties are executing this Memorandum of Understanding on Cooperation of Women Skill & Entrepreneurship Development Initiatives (hereinafter referred to as "this MOU") as per the terms and conditions set out below.



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CNCVCW, Kolhapur.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

#### GENERAL OBJECTIVES

1. This MOU intends to set up the general principles of exchange and cooperation, according to which the Parties may jointly identify fields of convergence on Skill & Entrepreneurship Development for Women initiatives to promote enterprises and create awareness about entrepreneurship among women in the country, on the basis of reciprocity and mutual benefit.

#### REPRESENTATIONS AND WARRANTIES

2. Each Party represents and warrants to the other party that:
  - i. It has full power and authority to enter into this MOU and has taken all necessary action on its part required to authorize the execution and perform its obligations under this MOU; and
  - ii. It is not subject to any obligation that would prevent it from entering into this MOU.
  - iii. The Representative's whose names have been set forth above have been duly authorized to execute this MOU and to otherwise perform the activities under to this MOU.

#### FRAMEWORK

3. Cooperative activities under this MOU will cover information sharing, content development, and presentation and promotion of such activities for convergence of Initiatives for Skill & Entrepreneurship Development for Women to promote enterprises and create awareness about entrepreneurship among women in the country.
4. Cooperative activities under this MOU will be subject to the laws and regulations of India.

#### FIELDS AND FORMS OF COOPERATION

5. With a view to promoting development of MSMEs and to create awareness about achievement of entrepreneurs, the Parties will encourage:
  - Collaboration between each other to exchange information for promotion of MSMEs;
  - Develop proposals for convergence on matters of Women Entrepreneurship and Women Enterprise Development; and
  - Other forms of cooperation in mutually determined and targeted areas.



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## IMPLEMENTATION

6. Both Parties will have regular exchange of information and experience on convergence of Initiatives for Skill & Entrepreneurship Development for Women to promote enterprises and create awareness about entrepreneurship among women in the country, and to identify opportunities for bilateral cooperation.
7. The Parties will consult with each other upon request of either Party regarding any matter relating to the terms of this MOU and will endeavour jointly in a spirit of cooperation and mutual trust to resolve any disagreements or disputes which may arise.
8. This MOU will commence on the date of its execution and will continue for a period of 1 (One) year and will be renewable annually for period of 1 year (One), unless terminated earlier as provided herein. Upon expiry of the term of this MOU, it may be renewed on such terms and conditions as may be mutually agreed in writing.
9. This MOU may be modified by mutual agreement in writing and may be terminated by either Party by giving 3 (three) months' prior written notice to the other Party.
10. The terms and provisions of this MOU and the information or documents shared by Parties in pursuance of this MOU are confidential and shall not be disclosed by either Party to third parties without the prior written consent of the other Party.
11. CNCVCW College shall not issue any press release or any other publication or engage in any communications through any media without the prior written consent of the PPDC Agra.
12. CNCVCW College shall not use the PPDC, Agra's name, logo or any intellectual property without the prior written approval of the PPDC Agra.
13. The Parties to this MOU are independent contractors. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. This MOU is entered into on principal-to-principal basis and nothing in this MOU will be construed to as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party will be responsible for the acts or omissions of the other Party.
14. A Party shall not be deemed in default of this MOU, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 (thirty) days in the aggregate, either Party may immediately terminate this MOU upon written notice.
15. All communications and notices to be given by either Party to the other in connection with the right and obligations of both Parties under or pertaining to this Agreement



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shall be given in writing and sent by registered post or hand delivery or courier to the address given above or at such other address as either Party may intimate in writing to the other Party.

16. Certificate of Completion of Training will be issued to students with joint signature of PPDC Agra and CNCVCW College.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this MOU to be executed on the date first written above.

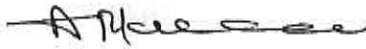


Signed and Delivered by  
College of Non-Conventional Vocational  
Courses for Women, Kolhapur  
By  
Dr. R. A. Shinde  
Secretary & Managing Trustee, CSIBER  
Trust, Kolhapur



Signed and Delivered by  
Product and Process  
Development Centre, Agra  
By its Assistant Director (Training)  
Mr. Vikas Verma  
Incharge, Ext. Centre, Kolhapur

In the presence of



1. Dr. A. R. Kulkarni  
Principal, CNCVCW, Kolhapur



In the presence of



1. Sh. Prateek Parashar,  
Field Officer, PPDC Agra.



2. Mrs. Shweta A. Patil  
Head, Dept. of Food Technology,  
CNCVCW, Kolhapur



2. Mr. Vijay Pawar  
Coordinator



3. Mrs. Jyoti R. Hiremath  
IQAC Coordinator,  
CNCVCW, Kolhapur

  
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Department of Food Technology  
CNCVCW, Kolhapur.









and enhances the learning experiences of students/participants/delegates. (Herein after referred as "Customers") BVIPL has been providing the Training Courses in open-house and in-house.

- 2) CNCVCW provides educational services to their students on various streams like Food safety, Interior designing, Fashion designing etc..
- 3) BVIPL desires to enter into a business relationship for furthering its business prospects by way of integrating the selling/marketing capabilities of CSIBER in the areas of exploring markets for the BVIPL's Training Courses.
- 4) CNCVCW may enter into, agreements with new and existing customers ("End Customers") on behalf of BVIPL to deliver and implement BVIPL's Training courses with BVIPL's Tutors & Study Material and pursuant to which both the Parties shall enter into a mutually acceptable back to back statement of work ("SOW") with each other.

NOW THIS DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) **PURPOSE :**

- (a) During the term of this Agreement, each Party agrees to perform its specific obligations hereunder and to act in good faith with respect to the other Party and in connection with any project/program pursued. To the extent required by a given project/program, each Party hereto shall combine its service offering with the other Party's service offering to offer a comprehensive solution to customers.
- (b) This Agreement must be signed by an authorized representative of each Party. BVIPL shall have no obligation to commence performance of any Services until the Parties have executed this Agreement documenting the Services.

2) **SCOPE OF WORK:**

- (a) The scope of this agreement is limited to the courses delivered within India.
- (b) This Agreement is only valid for In-house training programs conducted specifically for CNCVCW and its Associated Colleges.
- (c) Notwithstanding anything contained herein, BVIPL shall be free to provide/conduct any "in house" or "open house" training courses covered under this agreement at its free will.

3) **TERM AND TERMINATION :**

- (a) The term of this Agreement shall begin from the 1<sup>st</sup> Feb 2019 and continue till 31<sup>st</sup> Jan. 2020 subject to Indian Laws. The Parties may renew this Agreement on the terms and conditions mutually acceptable to each other. However, either Party may terminate this Agreement, with or without cause, by giving a written notice of two (2) months to the other Party. After termination of this Agreement, no further Statement of Works (SOWs) may be placed under this Agreement. However, (a) any mutually executed SOWs, prior to the termination of this Agreement, shall continue until expired in accordance with the term of the SOW; and (b) such SOWs shall, through completion, remain subject to the terms of this Agreement.
- (b) During validity of this contract, either party shall, if required, run a midway review for any changes to be incorporated in the agreement subject to mutual consent of both the parties.

4) **PRODUCT ENHANCEMENT :**

BVIPL shall ensure that any Product updates which BVIPL offers, from time to time, shall be intimated and extended and made available to CNCVCW as and when released by BVIPL. After written intimation from BVIPL, CNCVCW shall stop selling the older version to its customers.



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**5) WARRANTY :**

- (a) BVIPL warrants and covenants that it has the full right and legal authority to enter into and fully perform its obligations under this Agreement in accordance with its terms.
- (b) BVIPL warrants and covenants that BVIPL shall provide the Lead Tutor/Support Tutor, as applicable for the delivery of these courses and BVIPL further warrants that the Lead Tutor/Support Tutor furnished by BVIPL to perform the services has sufficient skills, knowledge and training to perform the services and the services shall be performed in a professional, first-class and workmanlike manner.
- (c) BVIPL fully owns the courses covered by this agreement and shall maintain course registration with IRCA/BVIPL for these courses.
- (d) BVIPL warrants and covenants that it shall comply with all laws, rules and regulations ("Laws") in the performance of this Agreement, and the Training Course/Study Material and its preparation shall comply with all Laws.
- (e) BVIPL warrants and covenants that it has taken all authorizations and licenses for the Training Course/Study Material and the Training Course/Study Material shall not infringe any third party intellectual property rights.
- (f) CNCVCW, including CNCVCW's employees, representative and agents, shall not (i) engage in deceptive, misleading or unethical practices that are or might be detrimental to BVIPL or any BVIPL Service/Products, (ii) make false or misleading representations with regard to BVIPL or any BVIPL Service/Product, (iii) publish or employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to BVIPL or any BVIPL Service/Product, and (iv) make any representation, warranty or guarantee to Customers, potential Customers or individuals or entities within the industry with respect to the specifications, features or capabilities of BVIPL or any BVIPL Product that are inconsistent with the representations made by BVIPL.

**6) RESPONSIBILITY & OBLIGATION:**

BVIPL shall:

- (a) Provide lead tutors / support tutors as per CQI-IRCA/BVIPL norms.
- (b) Maintain registration of courses with CQI-IRCA/BVIPL.
- (c) Provide the course material to CNCVCW as per sr No 9 below.
- (d) Ensure that CQI-IRCA certificates of achievement are awarded for successful delegates.
- (e) Ensure that certificates of attendance are provided for those delegates who do not pass the course.
- (f) Ensure that appropriate examination papers are provided to delegates for re-sit of those delegates who had not passed the examination the first time.

CSIBER shall:

- a) Market, organize and host the courses
- b) Register delegates.
- c) Manage all co-ordination and communication with the delegates (pre-course, collection of fees, handing over of certificates etc).
- d) Organize the course as per Sr. No 10 below.

**7) TUTOR QUALIFICATION :**

All tutors delivering the courses will be formally qualified by BVIPL on the basis of the norms defined in BVIPL's management system and IRCA requirements.

**8) TRAINING COURSE SCHEDULING :**

- (a) CNCVCW shall schedule the "Inhouse" courses at least three months in advance. The course schedule shall be shown on the website of both the parties.



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- (b) BVIPL and CNCVCW are free to publicize the course event / training calendar in their respective websites. However the description of the course meeting the accreditation body requirements must be complied by CNCVCW as provided by BVIPL.
- (c) For any course to be scheduled on an urgent basis, all efforts will be made by BVIPL to provide tutor/s.
- (d) All courses scheduled by CNCVCW shall be, by default, maximum 20 delegate's for Internal Auditor courses and maximum 10 delegates for Lead Auditor courses and therefore, BVIPL shall sign up a trainer for the said scheduled course.
- (e) In case CNCVCW desires to host the course with more than 20 or 10 delegates, CNCVCW shall convey for an additional BVIPL's trainer at least 4 weeks in advance. In such cases, BVIPL will make all efforts to arrange the second trainer.

**9) COURSE STUDY MATERIAL & COURSE RECORDS:**

- (a) BVIPL shall provide adequate number of copies of the course material in hard copy format to CNCVCW and CNCVCW will organize for the logistics and distribution of these copies of the course material to delegates.
- (b) There shall be no changes made/alteration to BVIPL's course material or delivery without prior written consent/permission of BVIPL. The name of the course and course number, CQI-IRCA registration number and BVIPL's name shall be associated with each course including the course binders.
- (c) At the end of the course, CNCVCW shall submit all course records as per CQI-IRCA/BVIPL requirements.

**10) COURSE DELIVERY :**

The Course shall be delivered by the tutors in accordance with BVIPL norms, which are based on BMS and IRCA/BVIPL requirements.

- (a) The course venue arrangements shall include :

- A large training hall / room arranged as per "U" Shape or "Cluster shape" as requested by BVIPL authorized executives / tutors to accommodate the expected number of delegates and tutors.
- There have to be one or two separate rooms for case studies, group discussions and role plays etc. If such facility may not be existed/ available, then the Main training hall shall be sufficiently big enough to be converted into the group discussion room with 5 to 6 round tables, one for each group at a suitable distance so as to avoid disturbance between the groups during exercises.
- Normal seating arrangements should ensure sufficient arm length/leg space for each delegate to be comfortable and at ease.
- LCD Multimedia Projector and Screen
- Overhead Projector, transparent plastic sheets and markers and / or
- Flipchart and markers, Flip Chart boards
- White board and markers
- VCR and TV (if required)
- Organise tea/coffee/refreshments/lunch during the course
- Any other equipment which may be needed.
- Organise for the logistics and distribution of the course material copies to delegates.
- Provide necessary infrastructure for the delivery of the course (Course Venue, LCD & OHP projector, adequate number of white boards, flip chart boards, stationery, etc)- Also see clause no. 6 of this agreement.
- Organise for re-sit examinations for delegates who have not passed the course first time.
- BVIPL reserves the right to follow CQI-IRCA / BVIPL's requirements related to audits and reviews of the course at the venue.
- All courses shall be conducted during normal working hours (approximately from 09:00 hrs to 19:00 hrs).Any deviation required for course timings or any other arrangements require written







approval from CQI-IRCA through the BVIPL authorized office and the course shall not proceed until such approval is obtained.

- CNCVCW shall submit a list of training venues to BVIPL at the beginning of each year.

**11) DELEGATE ASSESSMENT AND EXAMINATION :**

- (a) The delegate assessment and examination shall be conducted in accordance with BVIPL norms, which are based on CQI-IRCA/BVIPL requirements.
- (b) Details of the continuous assessment and examination will be shared by the tutors in each course.
- (c) Delegates who do not pass the continuous assessment shall be required to re-appear for the entire course; those who do not pass the examination can appear for a re-sit within 12 months of the course. Only one re-sit is permitted.

**12) CERTIFICATE ISSUE :**

- (a) The delegates passing the course shall be awarded with a CQI-IRCA/BVIPL certificate of achievement, as per the approved CQI-IRCA/BVIPL design.
- (b) The delegates not passing the course shall be awarded with a certificate of attendance with the BVIPL logo as the course provider.
- (c) For transition course only certification of attendance would be issued in the CQI-IRCA approved format.

**13) REMUNERATION AND OTHER FEES :**

- CNCVCW shall pay BVIPL the following sums as per the ANNEXURE A
  - (a) For courses held within Kolhapur, expenses related to the transport, accommodation and local conveyance for the tutor/s would be borne by CNCVCW.
  - (b) Both parties reserve the right to revise the fees from time to time, keeping in mind market factors, general inflation, costs, however any changes would be communicated & should be mutually agreed by both the parties in writing.

**14) COMPLAINT HANDLING:**

If any complaints are received at either BVIPL or CNCVCW from organizations / participants, BVIPL will formally register the complaint. The necessary analysis and corrective action will be taken either by BVIPL or CNCVCW based on the responsibility and accountability of the activity on which the complaint has been raised.

**15) INVOICING:**

BVIPL shall raise invoice with all applicable fees and charges in INR, after each course as per commercial terms stipulated under para 13 above. Invoice shall be paid by CNCVCW within 15 days from the DATE OF INVOICE. Payment received after this credit period will attract an interest @ 18 % p.a.

**16) Other terms and conditions :**

- (a) BVIPL shall inform CNCVCW, CQI-IRCA/BVIPL's requirements related to advertising and publicity of the courses and CNCVCW shall ensure compliance to the same.
- (b) BVIPL shall provide CNCVCW with BVIPL's logo and its usage guidelines. CNCVCW shall use the BVIPL's logo (in AS IS condition) in the promotional material developed for the Product.
- (c) Where the number of delegates is 11 to 20, the Course must be run with 2 Tutors.
- (d) CNCVCW agrees that the course material provided by BVIPL shall be used only for courses covered under the scope of this contract. These shall not be shared with any other agency/institution/organization in India or abroad. BVIPL shall be free to terminate the agreement



Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
HOD, CNCVCW  
Department of Food Technology  
CNCVCW, Kolhapur.



unilaterally and pursue legal recourse, in case of violation of this clause is detected. CNCVCW's right to use the course material will cease at the termination of this agreement. CNCVCW shall be obliged to return all copies of material, to BVIPL, in case of such termination.

- (e) At no point of time, CNCVCW shall seek soft copy of material from either tutors or any other entities. Such requests if made verbally or in writing shall be treated as breach of this contract and shall attract termination of this Agreement.
- (f) Neither party shall disclose any information relating to or belonging to the other, to any third party without written permission. This condition would survive the expiry or the termination of this agreement.
- (g) In the event of a difference in interpretation of this Agreement between BVIPL and CNCVCW, an independent arbitrator, acceptable to both parties, shall give ruling in the matter. The ruling shall be binding on both the parties.
- (h) In case, wherein CNCVCW cancels or postpones the course and communicates the same in writing prior to 15 calendar days before the date of course commencement, BVIPL shall not recover any fee. In case the cancellation or postponement is done within less than 15 calendar days of the scheduled commencement of the course, BVIPL shall recover a cancellation charges @ 50 % of the full course fees.
- (i) Both Parties will nominate representatives who shall co-ordinate all communication between the Parties on planning and conduct of courses.
- (j) CNCVCW shall freely consent for witness of any course at any point of time by accreditation bodies for which BVIPL will intimate CNCVCW in advance.
- (k) CNCVCW shall commit and deliver a minimum of 2 course of total 40 Students (Batch of 20 Students per course) for ISO 22001:2018 (FSMS) Internal Auditor Training Program / IMS ( ISO 14001: 2015, ISO 45001: 2018 & ISO 2100 : 2018 ) within Kolhapur within the defined scope as per Clause No. 1 of this agreement, during the validity of this contract failing which BVIPL has the right to terminate the contract. At other locations, both BVIPL and CNCVCW will endeavor to conduct maximum number of courses, but both parties will share their training plans with each other so as not to jeopardize each other's business prospects.

17) Copyright :

- (a) BVIPL shall prepare the course notes, case study materials, etc., for each course. All documentation relating to the course is copyright under the Indian Copyright Law and remains the sole property of BVIPL. On ceasing of the Agreement, all materials in possession of CNCVCW, shall be returned to BVIPL.
- (b) Such materials are to be used to assist the tutors in running the courses which are subject to this Agreement and are not to be made available in any verbal, visual, written or electronic form to third party individuals or organization for any reason without the prior written agreement of BVIPL.
- (c) No ownership of any intellectual property rights to the Training and/or Study Material is transferred to hereunder, all of which rights shall remain with BVIPL or the applicable third party owner. BVIPL further retains all proprietary rights, including any patent rights, trade secret rights, copyrights and trademark rights in and to any data, records, processes, models, samples, software, designs, engineering details, schematics, drawings and other documentation pertaining to the Training and/or Study Material and which are provided to CNCVCW pursuant to this Agreement (the "Proprietary Information"). Reseller acknowledges and agrees that Reseller has no proprietary rights by virtue of this Agreement, except those contractual rights that are expressly set forth herein.
- (d) CNCVCW shall not alter, modify, reproduce or create derivative works from the Training and/or Study Material, the Software, books or any part thereof sold under this Agreement. CNCVCW shall not, directly or indirectly, sell the Training and/or Study Material to customers whom BVIPL knows or has







reason to know intend to resell the Products. CNCVCW agrees not to reverse engineer, decompile, or disassemble the Training and/or Study Material or otherwise reduce the Training and/or Study Material/Software to human-perceivable form, or to encourage or assist third parties in doing so.

**18) Force Majeure:**

Either party shall not be liable in any respect should it be prevented from discharging its services as a result of any matter beyond its control which could not be reasonably foreseen.

**19) Indemnity:**

Each Party (Indemnifying Party) willfully and effectually indemnify the other Party (Indemnified Party) against all costs, claims, actions and demands arising from: -

-Claims from the neglect of obligations by the Indemnifying Party, its employees or agents;

-The use or misuse of any certificate provided by Bureau Veritas Certification in accordance with this Agreement; and

-Any breach of this Agreement by Indemnifying Party; and illness, injury or death to the Indemnified Party's subcontractors or suppliers, together with any of their employees, agents or directors ("group"); and Damage to or loss of property or equipment owned, leased or used by the group

**20) LIMITATION OF LIABILITY**

In no event shall either Party be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement. BVIPL's maximum aggregate liability for a proven breach of this Agreement shall at no time exceed the value of the particular SOW of this agreement attracting such liability.

**21) CONFIDENTIALITY OBLIGATIONS**

(a) All of the confidential or proprietary information which any Party to this Agreement ("Disclosing Party") furnishes or makes available to the other Party ("Receiving Party") or which Receiving Party observes, discovers, obtains and/or develops in during the performance of this Agreement shall be treated, maintained and held by the Receiving Party as confidential information of the Disclosing Party, whether furnished before or after the date of this Agreement, whether tangible or intangible and whatever form or medium provided ("Confidential Information"). Receiving Party shall not disclose or use any Confidential Information for any purpose other than in the performance of this Agreement without the Disclosing Party's prior written consent in each instance.

(b) Notwithstanding the foregoing prohibition on disclosure, Receiving Party may disclose Confidential Information to its employees and counsel, if disclosure is required in connection with Receiving Party's provisioning of services under this Agreement and such persons agree in writing to be bound by the terms of this paragraph and to use Confidential Information only for the purposes expressed herein. If any such person discloses or uses Confidential Information in a manner not permitted hereunder, Receiving Party shall be liable therefore whether or not, at the time of such breach, the individual is employed by the Receiving Party. Receiving Party agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its employees or former employees, as the case may be, from prohibited or unauthorized disclosure or use of Confidential Information. Receiving Party understands that Disclosing Party is not making any representation or warranty of any kind as to the accuracy or completeness of the Confidential Information disclosed hereunder. Disclosing Party shall not incur any liability on the basis of Receiving Party's use of Confidential Information.



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- (c) Receiving Party may also disclose Confidential Information if it is required to do so by applicable statute, rule, regulation or judicial or administrative process or order; provided, however, that Receiving Party shall promptly notify Disclosing Party of any such requirement so that Receiving Party or Disclosing Party or both may seek (i) to take legally available steps to narrow such request, (ii) to furnish only such portion of the Confidential Information as, in written opinion of counsel satisfactory to Disclosing Party, it is legally compelled to disclose, and (iii) to seek an appropriate protective order.
- (d) Upon the expiration or earlier termination of this Agreement, Receiving Party shall return all originals and copies of any Confidential Information to Disclosing Party or, with respect to copies, shall certify to Disclosing Party that all copies of Confidential Information in Receiving Party's control have been destroyed within ten (10) days after Disclosing Party's request. Expiration or earlier termination of this Agreement, or any other agreement between the Parties, shall not affect the restriction on disclosure or use of any Confidential Information disclosed hereunder.
- (e) In the event of a breach or threatened breach by Receiving Party of the provisions of this Section, Disclosing Party shall be entitled to an injunction or injunctions restraining Receiving Party from disclosing, in whole or in part, any such Confidential Information or from rendering any service to any third party to whom the Confidential Information, in whole or in part, has been disclosed or to whom Receiving Party is threatening to disclose the same and/or to compel specific performance of this Agreement, and Receiving Party agrees that it shall not oppose the granting of such relief to the extent permitted by applicable law, and Receiving Party hereby irrevocably waives any defense that it might have based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance or injunctive relief. Receiving Party also agrees to reimburse Disclosing Party for all costs and expenses, including attorneys' fees, incurred by Disclosing Party in attempting to enforce the obligations of Receiving Party hereunder. Nothing herein shall be construed as prohibiting Disclosing Party from pursuing any other remedies available to Disclosing Party for such breach or threatened breach, including the recovery of damages. Any breach of this Section shall be a material breach of this Agreement.
- (f) The terms of this Agreement, but not its existence, shall be the Confidential Information of the parties. In that regard, during the term of this Agreement and for a period of five (5) years thereafter, neither Party shall disclose any terms or conditions of this Agreement to any third Party without the prior consent of the other Party. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement to investment bankers, investors, and potential investors provided that each recipient is bound by similar obligations of confidentiality and non-use at least as protective as those set forth in this clause.

## 22) INDEPENDENT CONTRACTOR

The Parties are acting as independent contractors, and not as an employee-employer or principal-agent, in rendering services hereunder. Either Party has no authority to make any commitment on behalf of other Party.

## 23) MISCELLANEOUS :

- (a) This Agreement constitutes the final, complete and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The Parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person other than the Parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under this Agreement.



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Department of Food Technology  
CNCVCW, Kolhapur.





- (b) This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both Parties and specifically referring to this Agreement.
- (c) The failure of either Party to object to or to take affirmative action with respect to any conduct of the other Party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either Party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.
- (d) If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent.
- (e) If either Party commences legal action to interpret or enforce the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.
- (f) Neither Party shall assign its rights and/or obligations or delegate its duties under this Agreement without the prior written approval of the other Party and any attempted assignment or delegation without such approval shall be void and constitute a material breach. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective successors and approved assigns.
- (g) This Agreement is governed under the laws of India and the courts at Mumbai shall have exclusive jurisdiction to adjudicate any dispute arising hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated above.

**Bureau Veritas (India) Pvt. Ltd.**

Sign: [Signature]

Name: Sameer Pendse

Designation: Area Manager, Pune Office

Date: 25/03/2021

**College of Non-Conventional Vocational Courses for Women, Kolhapur**

Sign: [Signature]

Name: Dr. R.A. Shinde

Designation: Secretary and Managing Trustee,  
CSIBER Trust

Date: 25/03/2021



[Signature]  
HOD

Department of Food Technology  
CNCVCW, Kolhapur.





**ANNEXURE A**

SR.NO.	COURSE	NO.OF BATCHES	COST PER DELEGATE	NO.OF DELEGATES	TOTAL AMOUNT Incl of tax
1	FSMS IA	2	1600	20	64000 *
2	FSMS LA	1	8500	10	85000 **
				<b>TOTAL</b>	<b>149000</b>

Note :

- \* i) In a batch if delegates are more than 20, additional cost shall be Rs. 1600 per delegate .
- ii) In a batch if delegates are less than 20, total cost shall remain Rs.32000 per batch.

- \*\* i) In a batch delegate shall not be more than 10.
- ii) In a batch if delegates are less than 10, total cost shall remain Rs.85000.

Reseat exam fees for FSMS IA delegates shall be Rs.500 per delegate & Rs.1000 per delegate for FSMS LA.



*Patil*  
HOD

Department of Food Technology  
CNCVCW, Kolhapur.