

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) entered on the 29<sup>th</sup> January 2020.

By and Between

CADD Centre, Sambhaji Nagar, Kolhapur having its office at Plot No 3, Thakkar Business Centre, 3<sup>rd</sup> Floor, Old More Colony, Opp Sambhaji Nagar Bus Stand, Sambhaji Nagar, Kolhapur – 416 007 (hereinafter referred as "CADD CENTRE" for the sake of brevity) and represented by its **Business Head, Mr. Dhaval Bagawade** (which expression shall mean and include its successors in office and assigns)

and

C.S.I.B.E.R. Trust's College of Non-Conventional and Vocational Courses for Women (hereinafter referred as "College" for the sake of brevity), an Interior Designing College affiliated to Shivaji University having its campus at University Road, Tal Karveer, Dist Kolhapur – 416 113 and represented by its **Principal** (which expression shall mean and include its successors in office and assigns)

### **Objectives of the Collaboration:**

1. To provide employable skills to the student during their course at the college.
2. Make the student aware of the latest tools and techniques at an affordable fee in order to keep them industry ready at the end of their course.
3. Maximize placement opportunities for students from all the courses.
4. To build the confidence level of the student to face the challenges of the real time.

This Memorandum of Understanding is to conduct a **Unique, Systematic and Employable Skills Development Program** for the students of the college towards achieving the objective of maximizing the employable opportunities for students of the College.

This Memorandum of Understanding states the terms and conditions under which the **Trainings** shall be conducted by CADD Centre at the College premises and lists herein the respective responsibilities of both parties.

**Info Grow Institute**

3rd Floor, Thakkar Business Center, Plot No.3,  
Old More Colony, Opp. Sambhaji Nagar Bus Stand,  
Sambhaji Nagar, Kolhapur - 416007.  
Phone : +91 231 2620199 Mobile : +91 7888030099  
Email : mh.kolhapursambhajnagar@caddcentre.com

- The 'Certificate of Participation' on other value added programs to every student who successfully participates in the training program. The certificate will be issued with logo of C.N.C.V.C.W.
- "Certificate of Association" from CADD Centre to the college.
- Provide Permission to use CADD Centre logo as the Skill Development Partner.
- Organize Campus and Off-Campus interviews for the final year students based on the requirements for CADD Centre and its clients.
- Welcome College to use CADD Centre, strategically based on the need.

**The College Shall Provide**

- The required number of computer systems in the lab and other required infrastructure for the practice and its maintenance.
- The Class rooms with LCD projector for the theory classes.
- The Schedule with the classes for this training during normal hours of the college.
- The supports to ensure, all students in a class, attend the training programs scheduled for them.
- Disciplinary support for the smooth conduct and timely completion of the entire course.

**PARTICIPANTS:**

The participants would be of Interior Designing branch students.

**COURSE CONTENTS**

CADD Centre in consultation with the College shall finalize the course contents for the skills development program.

**TIME SCHEDULE**

The program(s) will be conducted during working hours mutually decided by CADD Centre and College. The students will be divided into batches, depending on the total strength based on requirements.

**Registered & Corporate Office :**

91, Dr. Radhakrishnan Salai,  
8th Floor, Gee Gee Crystal, Office No. 8C & 8D,  
Mylapore, Chennai - 600 004, India.  
Phone : 044 4596 6100

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Phone : +91 231 2620199 Mobile : +91 7888030099  
Email : mh.kolhapursambhajnagar@caddcentre.com

**Terms & Conditions**

1. Please note that above mentioned product pricing is inclusive of all taxes.
2. Payment can be made either through Cheque or DD drawn in favor of "Info Grow Institute" payable at Kolhapur.
3. CNCVCW will ensure a minimum of 80 to 90 students.
4. CNCVCW will take the responsibility of collecting payments from students on or before due date of fee payment.
5. **Validity:** This proposal is valid for a period of 1 year.
6. **Payment terms:**
  - 1<sup>st</sup> Installment will be 50% of total course fees on completion 2 sessions.
  - 2<sup>nd</sup> Installment will be 25% of total course fees on 100% completion of course.
  - Final Balance payment will be 25% on issuing respective certificates.
7. Centre Participation Certificate will NOT be issued to students until & unless the full payment is received.
8. Confirmation of the batch start date should be made at least 1 week in advance for the College venue.
9. The work order would be on the scope which has been defined and mutually accepted by both CADD Centre Sambhaji Nagar Kolhapur & CNCVCW on which changes are not encouraged.
10. Alterations, if necessary, after the MoU has been signed can be made on mutual agreement. The course fee may change depending on the alterations in the MoU.

We do hope that this proposal is in line with your expectations and look forward to a long and mutually beneficial relationship with you.

**Registered & Corporate Office :**

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Phone : 044 4596 6100



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MOU

M.O.U

Bureau Veritas India Ltd.

&

CNCVCW, CSIBER Kolhapur.

*Date: / /*  
*HOD*  
Department of Food Technology  
CNCVCW, Kolhapur  
HOD  
Department of Food Technology  
CNCVCW, Kolhapur



महाराष्ट्र MAHARASHTRA

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UR 214738

मुद्रांक खरेदीचे कारण

मु.वि.नांव- सौ. पल्लवी प्रमोद रेडेकर

व्यवसायाचा पत्ता - ललित कार्यालय आवर, कागल.

महाराष्ट्र, दि. १६/०२/२०००

२६७६

मुद्रांक १००२

सौ. पल्लवी प्रमोद रेडेकर  
रा. कागल



मुद्रांक विक्रेत्याची उद्दीष्टे

कोड नं.: २६०८०९४

मुद्रांक विकत घेणाऱ्याची सही

दिनांक- ८/०३/२०१९

### AGREEMENT

This Agreement ("Agreement") is entered on 1st day of Feb. 2019 ("Effective Date"), between Bureau Veritas India Pvt. Ltd., a Company incorporated under the Companies Act, 1956, vide a certificate of incorporation bearing registration number 138108, issued by the Registrar of Companies, Maharashtra, India, with CIN No. U74999MH2002PTC138108, having its registered office at 72 Business Park, 9<sup>th</sup> Floor, Marol Industrial Area, Opposite Seepz gate no 2, MIDC. cross road C, Andheri (East), Mumbai 400 093. (hereinafter called the "BVIPL" which expression shall, unless repugnant to the meaning or context include its successors and assigns) and College of Non-Conventional Vocational Courses for Women, Kolhapur affiliated Shivaji University, (hereinafter referred to as „CNCVCW") whose registered address is :- College of Non-Conventional Vocational Courses for Women, Shivaji University Road, Kolhapur 416 004.



Hereinafter, BVIPL and CNCVCW are individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS:**

- 1) BVIPL offers a wide range of training courses with instructors located all over India and globally as well. BVIPL has developed/designed the Training Course by its team of industry experts. The training course is professional, progressive and updated with revisions to respective standards on a real time basis which enables 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 valid only for "In house" training courses. It means that these training courses not conducted specifically for CNCVCW , & these are not publically announced / publicized courses where people from any organization are free to attend.
- (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 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.

**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.
- (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 7 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' logo and its usage guidelines. CNCVCW shall use the BVIPL' 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 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 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.

- (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.
- (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: 13<sup>th</sup> Mar 2019

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

Sign: [Signature]

Name: Dr. R.A.Shinde

Designation: Secretary and Managing Trustee,  
CSIBER Trust

Date: 13<sup>th</sup> Mar 2019

[Signature]  
HOD  
Department of Food Technology  
CNCVCW, Kolhapur.





BUREAU  
VERITAS

# ANNEXURE A

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

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.

*A. Ramesh*  
13/03/2019

*Signature*  
13/03/2019

**MOU between Department of Food Science and Technology, Shivaji**  
**University, Kolhapur**  
**and College of Non-conventional courses for Women, CSIBER Kolhapur**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this .....4<sup>th</sup>..... day of ...October...2019 BETWEEN Department of Food Science and Technology, Shivaji University, KOLHAPUR (hereinafter referred to as "FIRST PARTY"), an institution of higher learning established and governed under Maharashtra Universities Act 1994, whose address is at Department of Food Science and Technology, Shivaji University, Vidyanagar Kolhapur 416004

AND

**College of Non-conventional courses for Women, CSIBER Kolhapur**  
(Other Party) hereinafter referred to as "SECOND PARTY", an shivaji university affiliated college, whose address is CSIBER Campus, Shivaji University road ,Kolhapur 416004  
Phone number 0231-2535405

**WHEREAS**

- A. Food Science and Technology, Shivaji University, Kolhapur is an established Department which strives to enhance and strengthen its academic programs through teaching, research and collaborative arrangements with academic institutions and industries.
- B. CSIBER Trust's, College of Non-conventional courses for Women is approved by Govt. of Maharashtra and affiliated to shivaji university ,Kolhapur. The college runs a three year degree course in Food Technology and Management and Post Graduate Dip in Nutrition and Dietetics.

*Patil*  
**HOD**  
Department of Food Technology  
CVCW, Kolhapur.



- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

**1. AREAS OF CO-OPERATION**

The Parties agree to collaborate efforts in the areas of:

- a) Collaborative research and project work
- b) Collaborative consultancy services
- c) Joint organization of workshops, seminars, conference and training programmes on the topics of common interest.
- d) Use of Laboratory facility to students and staff.
- e) Any other areas of co-operation as agreed to by the Parties from time to time.

**2. DURATION AND TERMINATION**

This MoU shall remain in effect for FIVE (5) years from the effective date or until terminated by either party with thirty (30) days written notice.

This MoU may be extended for a further period as may be agreed in writing by the Parties.

**3. FINANCIAL ARRANGEMENTS**

This MoU shall not give rise to any financial obligation to Shivaji University unless the University authorities approve it.

This MoU shall not give rise to any financial obligation to CNCVCW unless the Management authorities approve it.

#### **4. CONFIDENTIALITY**

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

#### **5. SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.

In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

#### **6. NON CONTRACTUAL NATURE OF RELATIONSHIP**

The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property. Any and every outcome of joint project work or projects shall be intellectual property of the party which initiated the project and shall be treated as confidential.

#### **7. REVISION, VARIATION AND AMENDMENT**

Either Party may request in writing a revision, variation or amendment of this MoU.

Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.



## 8. SUPERVENING EVENTS

8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

## 9. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To :  
Address : Registrar, Shivaji University , Kolhapur 0231-2609063

Attn to :  
Address : Co-ordinator FST, Shivaji University, Kolhapur

Tel no. :

Attn to :  
Address : Principal  
CNCVCW, CSIBER, Kolhapur

Tel No. :


SIGNATORY ON BEHALF OF THE DEPARTMENT OF FOOD SCIENCE AND TECHNOLOGY, SHIVAJI UNIVERSITY, KOLHAPUR WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written.

Signed by }  
For and on behalf of }  
Department of FST,  
Shivaji University Kolhapur ]

  
4/10/2019  
Registrar,  
Shivaji University Kolhapur

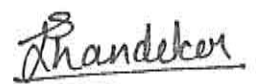
AND

College of Non-conventional  
Courses for Women

  
Principal, CNCVCW  
CSIBER, Kolhapur

In the presence of

  
Coordinator, Food Science and Technology

  
Head  
Dept. of Food Tech, CNCVCW

  
HOD  
Department of Food Technology  
CNCVCW, Kolhapur.



## **CADD Centre Training Services**

C. S. No. 112, Third Floor, Royal Prestige, E-Ward, Sykes  
Extension, Kolhapur-416001, India Phone: 0231-6616802  
E-mail: [mh.kolhapur@caddcentre.com](mailto:mh.kolhapur@caddcentre.com)

# **CADD CENTRE**

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**CSIBER Trust's,**

**College of Non-conventional Vocational Courses for Women**

**(CNCVCW)**

**And**

**CADD CENTRE, KOLHAPUR, MAHARASHTRA, INDIA**

9049658580  
HARSHIT

Date: 22nd August 2018

Place: Kolhapur

Franchisee:

Design Centre

Administrative Office:

8<sup>th</sup> Floor, GEE GEE Crystal, Office No. 8C&8D,  
Door No.91, Dr. Radhakrishnan Salai, Mylapore,  
Chennai-600 004, India.  
Ph: 044-4596 6100 Fax: 044-2847 3565  
[www.caddcentre.com](http://www.caddcentre.com)

## **CADD Centre Training Services**

C. S. No. 112, Third Floor, Royal Prestige, E-Ward, Sykes  
Extension, Kolhapur-416001, India Phone: 0231-6616802  
E-mail: [mh.kolhapur@caddcentre.com](mailto:mh.kolhapur@caddcentre.com)

# **CADD CENTRE**

### **2. CSIBER, Kolhapur SHALL PROVIDE**

- i) Computer Lab with relevant Hardware and Software facilities to conduct the Practical sessions.
- ii) LCD / OHP and Classroom facilities for Theory sessions.
- iii) Disciplinary support for the smooth conduct and timely completion of the entire course.
- iv) Institute should assign one person for taking care of infrastructure provided by them.

### **3. PARTICIPANTS**

The students of the First, Second, and Third year Bachelor of Interior Design (BID) are eligible to avail the relevant course offering specific to their discipline.

#### **Note:**

- ❑ The training missed will not be repeated to any student.
- ❑ Student once enrolled can't drop out.
- ❑ In the event if someone drops out, the fee paid by the trainee will be forfeited.
- ❑ The workshop must be completed in college premises only. And no one will be allowed to complete it at centre.

### **4. COURSE CONTENTS**

As detailed in Annexure-I of this Memorandum of Understanding.

The scope of the program will be to strengthen and impart a deeper understanding and application of the concepts and practice of Engineering Design.

Franchisee:

Design Centre

Administrative Office:

8<sup>th</sup> Floor, GEE GEE Crystal, Office No. BC&BD,  
Door No.91, Dr. Radhakrishnan Salai, Mylapore,  
Chennai-600 004, India.  
Ph:044-4596 6100 Fax: 044-2847 3505  
[www.caddcentre.com](http://www.caddcentre.com)



## **CADD Centre Training Services**

C. S. No. 112, Third Floor, Royal Prestige, E-Ward, Sykes  
Extension, Kolhapur-416001. India Phone: 0231-6616802  
E-mail: [mh.kolhapur@caddcentre.com](mailto:mh.kolhapur@caddcentre.com)

# **CADD CENTRE**

### **11. CADD Centre will arrange for installation of respective software.**

### **12. JURISDICTION**

All matters, queries, disputes or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall be settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties.

### **13. EXIT**

In case either party decides to withdraw the MOU, can do so by giving 60 days' notice in writing. However before such exit occurs, either parties should complete the commitments to each other.

The above terms detailed in this Memorandum of Understanding alone shall govern the participation agreed to between **CSIBER, Kolhapur** and **CADD Centre, Kolhapur**.

This Memorandum of Understanding shall come into effect from 22nd August 2018.

Franchisee:

Design Centre

Administrative Office:

8<sup>th</sup> Floor, GEE GEE Crystal, Office No. SC&SD,  
Door No.91, Dr. Radhakrishnan Salai, Mylapore,  
Chennai-600 004, India.  
Ph. 044-4596 6100 Fax: 044-2847 3505  
[www.caddcentra.com](http://www.caddcentra.com)

## **CADD Centre Training Services**

C. S. No. 112, Third Floor, Royal Prestige, E-Ward, Sykes  
Extension, Kolhapur-416001, India Phone: 0231-6616802  
E-mail: [mh.kolhapur@caddcentre.com](mailto:mh.kolhapur@caddcentre.com)

# **CADD CENTRE**

### **ANNEXURE-I**

#### **Syllabus:**

<b>Session</b>	<b>Syllabus</b>
1	About GUI, Templates, Level, Wall, Door, Window, Components
2	Roof, Ceiling, Floor
3	Staircase- By components, By Sketch, Curtain Walls, Mullions
4	Room and Area Tags, Opening, Railings
5	Massing and Site
6	Family Creation- Furniture Creation
7	Material, Lights, Camera, Walkthrough
8	Sheet layout, Annotations, Import Export CAD Data

**Franchisee:**

**Design Centre**

**Administrative Office:**

8<sup>th</sup> Floor, GEE GEE Crystal, Office No. BC&BD,  
Door No.91, Dr. Radhakrishnan Salai, Mylapore,  
Chennai-600 004, India.  
Ph: 044-4596 6100 Fax: 044-2847 3505  
[www.caddcentre.com](http://www.caddcentre.com)

M.O.U

Bureau Veritas India Ltd.

&

CNCVCW, CSIBER Kolhapur.

(2018-2019)





MAHARASHTRA

2018

UR 214738

मुद्रांक खरेदीचे कारण

मु.वि.नांव- सौ. पल्लवी प्रमोद रेडकर

व्यवसायाचा पत्ता - महशिल कार्यालय आवार, कागल.

महशिल - र. २०१८/२०००-०१ दि. १/६/२०००

2606

१००२

सौ. अनामिका शम्भोदा मेलपाठ

२-कागल



मुद्रांक विक्रेत्याची सही

कोड नं.: २६०६०१४

मुद्रांक विकत घेणाऱ्याची सही

दिनांक- ८/०३/२०१९

## AGREEMENT

This Agreement ("Agreement") is entered on 1st day of Feb. 2019 ("Effective Date"), between Bureau Veritas India Pvt. Ltd., a Company incorporated under the Companies Act, 1956, vide a certificate of incorporation bearing registration number 138108, issued by the Registrar of Companies, Maharashtra, India, with CIN No. U74999MH2002PTC138108, having its registered office at 72 Business Park, 9<sup>th</sup> Floor, Marol Industrial Area, Opposite Seepz gate no 2, MIDC-cross road C, Andheri (East), Mumbai 400 093. (hereinafter called the "BVIPL" which expression shall, unless repugnant to the meaning or context include its successors and assigns) and College of Non-Conventional Vocational Courses for Women, Kolhapur affiliated Shivaji University, (hereinafter referred to as „CNCVCW“) whose registered address is :- College of Non-Conventional Vocational Courses for Women, Shivaji University Road, Kolhapur 416 004.

*[Signature]*  
HOD

Hereinafter, BVIPL and CNCVCW are individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS:**

- 1) BVIPL offers a wide range of training courses with instructors located all over India and globally as well. BVIPL has developed/designed the Training Course by its team of industry experts. The training course is professional, progressive and updated with revisions to respective standards on a real time basis which enables 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 valid only for "In house" training courses. It means that these training courses not conducted specifically for CNCVCW, & these are not publically announced / publicized courses where people from any organization are free to attend.
- (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 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.

**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.
- (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 7 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' logo and its usage guidelines. CNCVCW shall use the BVIPL' 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 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 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.

- (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.
- (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: 13<sup>th</sup> Mar 2019

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

Sign: [Signature]

Name: Dr. R.A. Shinde

Designation: Secretary and Managing Trustee,  
CSIBER Trust

Date: 13<sup>th</sup> Mar. 2019.





KARUNAKA  
VERITAS

## ANNEXURE A

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

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.

*[Signature]*  
HOD

Department of Food Technology  
CNCVCW, Kolhapur.

*[Signature]*  
13/03/2019

*[Signature]*  
13/03/2019