

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into as of 28th December, 2024 (the "Execution Date") by and between:

1. Sindhudurga Shikshan Prasarak Mandal's College of Engineering. (hereinafter referred to as SSPMCE).

AND

2. **CODINGO CLUB PRIVATE LIMITED** (PAN: AAKCC7425N and CIN: U80302KA2022PTC168711) a private limited company incorporated under the Companies Act 2013, engaged in providing applications to students, having its registered office at #3, KR Road, Banashankari 2nd Stage, Bangalore – 560070 (hereinafter referred to as "Codingo Club," which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), represented herein by its Director, Ms. Aishwarya Raj, duly authorized by its board of directors vide resolution dated 07th December, 2022.

WHEREAS:

- A. Codingo Club will provide its application for learning aptitude and technical courses under the Codingo Innovative Program (CSR activity) to the 2025,2026 and 2027 pass-out students of SSPMCE ("End Users"), under the terms and conditions set out herein.
- B. Pursuant to the foregoing, the parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in the following sections.

As a part of this MoU, both parties have identified and here to agree to the following responsibilities respectively:

1. Responsibilities:

1.1. Responsibilities of Codingo Club:

- A. Codingo Club, with the help of SSPMCE, shall get all the willing students of SSPMCE to register with their email ID and contact number to avail the services and benefits.
- B. **Application for Learning and Practicing Aptitude and Technical Courses (www.aptipro.ai):** Codingo Club will provide its application to students for practicing and learning aptitude under the Codingo Innovative Program.
- C. **Certification:** Codingo Club will provide a course certificate upon the successful completion of the learning program.

1.2. Responsibilities of SSPMCE:

- A. To help the Codingo Club team with the necessary college details and information.
- B. To help the Codingo Club team in promoting various live sessions, skill boot camps, seminars, webinars, and training the students through all means possible so that a maximum number of students can benefit.
- C. Facilitates forming a WhatsApp Group with class representative of every section, Placement Cell Representative and Codingo Club team, which would act as a common point of interaction/communication.



3. Overview of the Program:

This program structure provides a clear breakdown of the program's components, including the number of topics, total questions, and types of mock tests available.

| Category | Topics | Questions |
|-------------------|--------|-----------|
| Quantitative | 26 | 7611 |
| Verbal Ability | 40 | 6355 |
| Logical Reasoning | 4 | 1183 |
| Verbal Reasoning | 11 | 1948 |

| Quantitative Ability | | | | | |
|-------------------------|---------------------------|-----------------|-------|-----------------------------|-----------------|
| Sl/no | Topic Name | No. of question | Sl/no | Topic Name | No. of question |
| 1 | Number System | 313 | 14 | Average | 414 |
| 2 | Types Of Numbers | 235 | 15 | Alligation & Mixture | 332 |
| 3 | Simplification | 413 | 16 | Time, Speed, and Distance | 249 |
| 4 | Power, Indices, and Surds | 444 | 17 | Problems on Trains | 174 |
| 5 | H C F | 113 | 18 | Boats and Streams | 93 |
| 6 | L C M | 159 | 19 | Time and Work | 385 |
| 7 | Percentage | 511 | 20 | Pipes and Cistern | 247 |
| 8 | Profit and Loss | 517 | 21 | Problems on Ages | 290 |
| 9 | Discount | 328 | 22 | Permutation and Combination | 315 |
| 10 | Simple Interest | 239 | 23 | Probability | 279 |
| 11 | Compound Interest | 289 | 24 | Geometry | 133 |
| 12 | Ratio and Proportion | 447 | 25 | Clock | 222 |
| 13 | Partnership | 299 | 26 | Calendar | 171 |
| Total Questions - 7,611 | | | | | |

| Verbal Ability | | | | | |
|----------------|----------------------|-----------------|-------|-------------|-----------------|
| Sl/no | Topic Name | No. of question | Sl/no | Topic Name | No. of question |
| 1 | Synonyms | 339 | 21 | Spellings | 80 |
| 2 | Antonyms | 337 | 22 | Proposition | 100 |
| 3 | One Word Substitutes | 276 | 23 | Sentences | 80 |



| | | | | | |
|-------------------------------|-----------------------|-----|----|---------------------------------------|-----|
| 4 | Sentence Formation | 88 | 24 | Vocabulary | 140 |
| 5 | Selecting Words | 390 | 25 | Grammar | 220 |
| 6 | Ordering of Words | 113 | 26 | Fill in the Blanks | 160 |
| 7 | Completing Statements | 53 | 27 | Transformation | 20 |
| 8 | Sentence Improvement | 136 | 28 | Substitution | 100 |
| 9 | Spotting Errors | 549 | 29 | Tenses | 240 |
| 10 | Sentence Correction | 204 | 30 | Nouns | 279 |
| 11 | Verbal Analogies | 219 | 31 | Adjectives | 200 |
| 12 | Idioms and Phrases | 187 | 32 | Prefix & Suffix | 180 |
| 13 | Change of Voice | 67 | 33 | Subject-Verb Agreement | 180 |
| 14 | Change of Speech | 76 | 34 | Tag Questions | 120 |
| 15 | Articles | 80 | 35 | Odd Words | 80 |
| 16 | Plural Forms | 40 | 36 | Contextual Vocabulary | 200 |
| 17 | Homophones | 60 | 37 | Jumbled Sentences | 80 |
| 18 | Conjunctions | 57 | 38 | Theme Detection | 60 |
| 19 | Gerunds | 60 | 39 | Phrase Replacement | 180 |
| 20 | Sentence Selection | 60 | 40 | Inferential and Literal Comprehension | 265 |
| Total Questions - 6355 | | | | | |

| Verbal Reasoning | | | | | |
|--------------------------------|------------------|-----------------|-------|------------------------|-----------------|
| Sl/no | Topic Name | No. of question | Sl/no | Topic Name | No. of question |
| 1 | Letter Series | 193 | 7 | Assertion and Reason | 63 |
| 2 | Analogies | 165 | 8 | Course of Action | 40 |
| 3 | Cause & Effect | 342 | 9 | Matching Definition | 53 |
| 4 | Blood Relation | 336 | 10 | Statement & Assumption | 123 |
| 5 | Data Sufficiency | 235 | 11 | Logical Problems | 72 |
| 6 | Syllogism | 326 | | | |
| Total Questions - 1,948 | | | | | |

| Logical Reasoning | | | | | |
|--------------------------------|-----------------|-----------------|-------|-----------------|-----------------|
| Sl/no | Topic Name | No. of question | Sl/no | Topic Name | No. of question |
| 1 | Number Series | 380 | 3 | Coding Decoding | 288 |
| 2 | Direction Sense | 273 | 4 | Order and Rank | 242 |
| Total Questions - 1,183 | | | | | |



- **Aptipro Classroom:** This feature will enable trainers to schedule mock test and store all the students result efficiently.
- **Technical Courses:**
 - I. 3 Courses on Python – Python Synatx, python Beginners and python Intermediate
 - II. 3 Courses On java – Java Synatx, Java Beginners and java Intermediate.
 - III. Upcoming SQL course
- **Mock Tests:** Users can access three types of mock tests in the platform:
 - i. **Part Series:** Focuses on specific parts of the syllabus (topics) within the category.
 - ii. **Category Series:** Covers questions from specific categories.
 - iii. **Company-Specific Patterns:** Mimics the test patterns of various companies to help users prepare for job-specific exams.

Additional Information:

- **Continuous Updates:** New questions and courses are added Monthly basis to keep the content up-to-date and comprehensive.

2. Payment Terms

A. As part of our CSR initiative, the application will be provided completely free for 6 months to 500 Engineering students, along with complimentary access to 4 TPO accounts. This agreement will be valid until it is expressly terminated by either party on a mutually agreed terms.

3. Termination:

This agreement will be valid until it is expressly terminated by either party on mutually agreed terms.

AGREED AND ACCEPTED:

| | | | |
|------------------|---|------------------|--|
| | CODINGO CLUB PRIVATE LIMITED | | Sindhudurga Shikshan Prasarak Mamdal's College of Engineering |
| <u>Signature</u> |  | <u>Signature</u> |  |
| <u>Name</u> | AISHWARYA RAJ | <u>Name</u> | Dr. Duradundi Sawant Badkar |
| <u>Title</u> | Director | <u>Title</u> | Principal |



| | | | |
|--------------------------|---|--------------------------|--|
| <u>Witness Signature</u> |  | <u>Witness Signature</u> |  |
| <u>Name</u> | CHANDRASHEKAR REDDY K.M | <u>Name</u> | Mr. Eknath Laxman Manjarekar |
| <u>Title</u> | CEO | <u>Title</u> | Placement Officer |





महाराष्ट्र MAHARASHTRA

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19 SEP 2024



जि.को.वि.रो.व.उ.मा.केंद्र, सिंधुदुर्ग
आवक क्रमांक १५७०
दिनांक २७/०९/२०२४

AGREEMENT
BETWEEN
District Skill Development, Employment and
Entrepreneurship Guidance Centre,
Sindhudurg
AND
Sindhudurg Shikshan Prasarak Mandal's College of Engineering Kankavli
FOR
Establishing Acharya Chanakya Kaushalya Vikas Kendra
(आचार्य चाणक्य कौशल्य विकास केंद्र)
UNDER
PRAMOD MAHAJAN KAUSHALYA AND UDYOJAKATA VIKAS ABHIYAN

[Handwritten signature]
27/09/2024

AGREEMENT

This Agreement has been made and agreed between the Parties mentioned below, signed on the ~~27~~ of September, 2024

BETWEEN

District Skill Development, Employment and Entrepreneurship Guidance Centre, Sindhudurg functioning under Skills, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra and having its office **District Skill Development, Employment and Entrepreneurship Guidance Centre, Sindhudurg, Administration Building, Ground floor A wing, Sindhudurnagari, Tal. Kudal, Dist. Sindhudurg, Pin Code-416812, Maharashtra, Maharashtra, (hereinafter referred to as "DSDE&EGC")** which expression shall, unless repugnant to the context or meaning thereof, includes its successors in office and permitted assigns of the **FIRST PART**.

AND

Sindhudurg Shikshan Prasarak Mandal's College of Engineering Kankavli (hereinafter referred to as "Acharya Chanakya Kaushalya Vikas Kendra – Training Partner" or "ACKVK-TP" Location name), having its office at A/P Harkul budruk Tal. Kankavli, Dist. Sindhudurg, Maharashtra, Pincode 416602, which expression shall, unless repugnant to the context or meaning thereof, includes its successors, executors and administrators of the **SECOND PART**.

Hereinafter, DSDE&EGC and the ACKVK-TP shall individually be referred to as the "**Party**" and shall collectively be referred to as the "**Parties**" wherever the context requires.

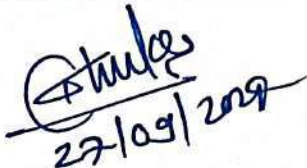
WHEREAS:

1. Definitions

"**Applicable Law**" shall mean all statutes, enactments and Acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any authority which has or may have jurisdiction in respect of the subject matter herein (as may be amended from time to time).

"**Training Program**" means the training provided to candidates registered on Mahaswayam portal for the purpose of meeting the skill gap in the State of Maharashtra under ACKVK initiative.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS HEREIN CONTAINED, TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES MUTUALLY AGREE AS FOLLOWS:


27/09/2024

2. Scope of Work

2.1. Establishing Acharya Chanakya Kaushalya Vikas Kendra (ACKVK)

- a. The ACKVK-TP shall establish a Training Centre in the college for establishing Acharya Chanakya Kaushalya Vikas Kendra.
- b. The Acharya Chanakya Kaushalya Vikas Kendra – Training Centre (ACKVK-TC) should be fully accredited on Skill India Portal (SIP) and empanelled on MSSDS Portal.
- c. ACKVK-TP and DSDE&EGC shall jointly complete the process of on boarding of Training Centres on MSSDS Portal.
- d. Setting up virtual classrooms in the allocated locations.

2.2. Mobilization of Candidates:


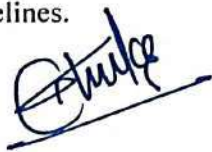
- a. The ACKVK-TP shall ensure that they undertake appropriate initiatives to mobilize candidates. Training Partner shall make a plan for candidates mobilization with support of DSDE&EGC.
- b. ACKVK-TP shall conduct counseling of candidates prior and after commencement of Training Program. ACKVK-TP shall make every possible effort to mobilize needy and appropriate candidates.
- c. Complete registration of the mobilized candidates on AEBAS & MSSDS Portal.

2.3. Courses and Training:

- a. ACKVK-TP shall plan the Training Program and ensure completion of entire Training Program as per terms and conditions of this Agreement and Scheme Guidelines. ACKVK-TP /TC shall be responsible for the quality of Training Program as per applicable Scheme Guidelines.
- b. The courses are National Skills Qualifications Framework (NSQF) aligned and as per, Qualification Packs (QPs).
- c. Initiate Training Program as per allocated target immediately after approval of batches on MSSDS Portal.
- d. Capture daily attendance of candidates and Trainer on <https://central.mahaswayam.ac.in> (AEBAS Portal). ACKVK-TP will create training batches on MSSDS Portal.

2.4. Assessment and Certification of candidates:

- a. SSC/ MSBSVET will be responsible for assessment and certification of eligible candidates, as agreed by both Parties.
- b. MSSDS shall pay the assessment fees to the Assessment Agency as per the MSDE guidelines /Common Cost Norms as amended from time to time.
- c. Assessment Agency shall submit the assessment reports to MSSDS as per Scheme Guidelines.



2.5. On-The-Job Training /Placements of Candidates:

- a. The objective of this Training Program is to make the youth employable. Aligned with PMKVY 4.0, On-The-Job Training (OJT) is mandated by NCVET and an important component under PMKUVA Short Term Training (STT). In case OJT duration in selected job role/s is not defined, then guidelines issued by MSDE & NSDC from time to time will be applicable.
- b. ACKVK-TP shall verify and ensure that the Training Centres maintain the OJT roaster and submit scanned copy of the OJT roaster to MSSDS. ACKVK –TP shall conduct IT-based tracking of On-The-Job Training Program and placement of all candidates up to 1 year from the date of certification as per PMKVY 4.0 guidelines.

2.6. Management Information System:

- a. MSSDS shall provide access to Mahaswayam portal for Data management and information management. ACKVK–TP shall upload all records of Training Program on Mahaswayam portal.
- b. ACKVK–TP shall appoint/provide requisite manpower for smooth conduct of the Training Program.
- c. ACKVK–TP shall deploy mechanism which will administer the Training Program and will report to MSSDS.
- d. ACKVK–TP shall maintain all records, track candidates after completion of the Training Program and ensure to conduct all possible activities for handholding the trainees at least for a period of 1 year post placement. ACKVK–TP shall designate single point of contact (SPoC) for the Training Program.

2.7. Other Covenants

- a. ACKVK–TP and candidates in such Training Program shall in no way be termed and taken as employer-employees relationship. The candidates being trained are beneficiaries.
- b. ACKVK–TP shall comply with all rules and regulations of MSSDS/DSDE&EGC. The Training Program's progress will be assessed and reviewed as and when decided by MSSDS.
- c. ACKVK–TP shall submit the progress report of the Training Program on the 5th day of every month to the MSSDS/DSDE&EGC.
- d. MSSDS/DSDE&EGC shall arrange for visits to the Training Centers for inspection/supervision in best possible manner and the suggestions made by MSSDS/DSDE&EGC shall be followed scrupulously by ACKVK–TP.



3. Term and Termination

- Agreement will commence on the Effective Date and valid for a period of three (3) years. The Parties may mutually agree to renew the Agreement wholly or partially in writing. However, the ACKVK-TP recognizes that time shall be essence of this Agreement and shall render its services accordingly. The training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year.
- Each Party may terminate this Agreement for breach of any terms and conditions of this Agreement by giving 30 (thirty) days prior written notice of its intent to terminate this Agreement to the other Party, except that each Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.
- Confidentiality and Indemnity shall survive for 1 year after termination or completion of this Agreement.
- College shall commence the TPTC Registration immediately after MoU signing and should commence the batch training within 15 days of TPTC registration completion. Failure to do so will result in immediate termination of agreement without any prior notice.

4. Roles And Responsibilities

4.1. Roles And Responsibilities of MSSDS

- a) MSSDS shall act as an implementing and monitoring agency and having full control over the ACKVK scheme component.
- b) MSSDS shall advertise, if needed, for mobilization of candidates for training under the scheme.
- c) MSSDS shall facilitate generation of Training Batch Number (TBN).
- d) MSSDS shall monitor and evaluate the performance of the College.
- e) MSSDS shall monitor & review trainings.
- f) Extending support to ACKVK-TP/TC in promotion of the program through district administration, media and social media.
- g) To review the progress of the Project.

4.2. Roles and Responsibilities of District Skill Development, Employment and Entrepreneurship Guidance Centre

- a) Extending support to TP in organizing Mobilization camps through District Skill Committee (DSC).
- b) DSDE&EGC will issue the work order to the ACKVK-TP depending upon the progress and performance of ongoing training batches.
- c) DSDE&EGC will issue training target of upto 150 candidates for the first year on the basis of implementation plan submitted by the selected ACKVK-TP.
- d) TP shall inform regarding the schedule of training & other details to DSC & Asst. Commissioner, District Skill Development Employment & Entrepreneurship Guidance Centre of respective District in which target is allotted.
- e) DSDE&EGC shall change the batch phase of Training Batch from 'yet to start' to 'ready to start' post verification of details.
- f) DSDE&EGC shall monitor and evaluate the performance of the ACKVK-

- TP/TC.
- g) DSDE&EGC shall conduct surprise monitoring visits to the ACKVK-TP/TC & review trainings.
 - h) Extending support to ACKVK-TP/TC in promotion of the program through district administration, media and social media.
 - i) To review the progress of the Project and report to MSSDS.

4.3. Roles and Responsibilities of ACKVK-TP and ACKVK-TC

- a) ACKVK-TP/TC shall agree to the norms of batch size, terms and conditions of payment as per scheme guidelines issued from time to time.
- b) ACKVK-TP/TC shall issue admission notice, from time to time for the courses that are offered and may also circulate publicity materials such as pamphlets, brochures, etc. in order to create awareness about courses, facilities, etc.
- c) ACKVK-TP/TC shall mobilize candidates who are eligible for getting trained in a specific job role for which approval has been granted by MSSDS.
- d) ACKVK-TP/TC shall register and enroll candidate on Mahaswayam portal by providing all mandatory information.
- e) ACKVK-TP/TC shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all candidates who appeared for training and are eligible for assessment.
- f) ACKVK-TP/TC shall comply with all the processes required to maintain information on the SIP & MSSDS portal and shall provide necessary IT infrastructure and manpower for the same.
- g) ACKVK-TP/TC shall maintain attendance of all candidates under training and trainers on MSSDS attendance system from start to end of training.
- h) ACKVK-TP/TC shall allow authorized officers of MSSDS / DSDE&EGC to inspect the training infrastructure available in its premises for job roles for ongoing training.
- i) ACKVK-TP/TC shall abide by all the instructions issued by MSSDS / DSDE&EGC from time to time.
- j) To provide documents of candidates to MSSDS as per requirement of scheme guidelines.
- k) To associate with respective Sector Skill Council (SSC) and National Skill Development Corporation (NSDC).
- l) To arrange tools & equipment for training.
- m) To conduct training as per norms and scheme guidelines.
- n) Mobilization and counseling of trainees.
- o) Documentation and record keeping of the candidate details.
- p) To conduct training of the selected candidates.
- q) ACKVK-TP/TC shall facilitate the process of distribution of the certificates to the candidates within the time limit as per scheme guidelines.
- r) ACKVK-TP/TC shall solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the training program and for the health, safety and security of such persons or entities and their property.

5. Target & Project Cost

Number of candidates, sectors, courses, duration of Training Program, assessment cost, cost per candidate, total project cost and target allocation, etc. will be as per the Work Order issued by DSDE&EGC and Common Cost Norms or guidelines of Government of Maharashtra as may be amended from time to time.

6. Payment Terms

MSSDS shall make payment to ACKVK-TP for conducting Training Program as per the payment terms mentioned in the common cost norms and relevant scheme guidelines as may be amend from time to time. The current payment terms will be as per the cost norms as per prevailing PMKUVA/ PMKVY4.0 guidelines:

| Milestone | PMKUVA (Proposed, subject to change as per final approval by HPC) |
|-----------|--|
| 1 | 30% - On commencement of training |
| 2 | 30% - On completion of 50 % training and proportionate to number of candidates achieving 70% AEBAS attendance of the 50 % training days. |
| 3 | 40% - On Certification (passed candidates only). |
| 4 | Payment against the candidates passed in the reassessment. Any excess payment paid to be recovered in this milestone, if applicable. |

- a) Non-adherence to PMKUVA and ACKVK Scheme guideline will be liable for penal action as per Penalty Matrix
- b) MSSDS agrees to release payment upon completion of following activities and as per the scheme guidelines:
- Satisfactory performance of each milestone by ACKVK-TP
 - Timely creation of invoices on MSSDS portal on compliance and completion of milestone.
 - Milestone wise payment will be released as per compliance of scheme guidelines and availability of funds under the scheme.

7. Confidentiality

DSDE&EGC and ACKVK-TP agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on them during the term and for a period of one (1) year after completion or termination of this Agreement, regardless of the cause of such termination.

8. No Assignment

Neither of the Party to this Agreement will assign the Agreement to any third party without prior written consent of other Party.



9. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be referred to Sole Arbitrator appointed with the mutual consent of the Parties to the Agreement in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The venue of arbitration shall be Sindhudurg District, India.

10. Governing Law and Jurisdiction

This Agreement is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Sindhudurg District, India.

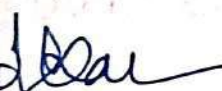
11. Relationship

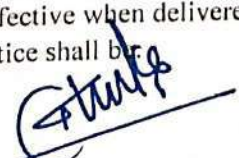
Nothing in this Agreement shall be construed to make either Party a partner; an agent or legal representative of the other for any purpose.

12. Intellectual Property Rights

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Both Parties agree to take prior permission of the other Party in writing before use of the Intellectual Property Rights of the other Party. Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the Agreement.

13. Miscellaneous

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- a) It is agreed between the Parties that this Agreement entered into between them is strictly on a principal-to-principal basis. Under no circumstance DSDE&EGC shall be deemed to have instructed, communicated or corresponded with any of the Second Party's employees concerning this Agreement. No relationship of employer and employee is created between DSDE&EGC and Second Party and / or any personnel engaged by Second Party. Second Party's employees deputed to perform / handle any activity under this Agreement shall not be eligible for any DSDE&EGC employee benefits.
 - b) This Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at Sindhudurg District.
 - c) Validity of the agreement will be 3 Years from the date of signing the agreement. However, training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year. Training of minimum one job-role is to be imparted in each Acharya Chanakya Kaushalya Vikas Kendra.
 - d) Notices: Any notice, advice, election, request, order, demand, offer or other communication required or permitted to be given under this Agreement shall be in writing and in English and shall be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:



If to DSDE&EGC: District Skill Development, Employment and Entrepreneurship
Guidance Centre, Sindhudurg

Designation: Assistant Commissioner District Sindhudurg

Address: Administration Building, Ground floor A wing, Sindhudurnagari, Tal.
Kudal, Dist. Sindhudurg, Pin Code- 416812, Maharashtra

Email: sindhudurgrojgar@gmail.com

If to ACKVK-TP: Sindhudurg Shikshan Prasarak Mandal's College of Engineering
Kankavli

Designation: Principal

Address: A/P Harkul budruk Tal. Kankavli, Dist. Sindhudurg, Maharashtra,
Pincode 416602

Email: sspmcoe@gmail.com/ elmanjarekar@sspmcoe.ac.in

- e) Force Majeure: No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Parties shall resume performance as soon as such cause is removed.
- f) Indemnity: Defaulting Party hereby expressly agree to indemnify and keep indemnified other Party at all times and make good any loss, damage, suffered or incurred due to any willful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. Defaulting Party further agree to indemnify and keep indemnified other from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this Agreement.
- g) Further Assurances: Either Party, at any time upon request of the other, shall execute or arrange for the closing or execution of any necessary act, document or thing as the requesting Party may reasonably deem necessary in order to fully perform and carry out the terms of this Agreement.
- h) Amendments: No Party shall be bound by any modification or amendment of this Agreement unless such modification or amendment is set forth in a written instrument signed by all the Parties.



- i) Waiver: Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- j) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first above written.



Chimankar
27/09/2018
Mr. Ganesh P. Chimankar
Assistant Commissioner
District Skill Development,
Employment and Entrepreneurship
Guidance Centre, Sindhudurg

Dr. D. S. Badkar
Dr. D. S. Badkar
Principal
Sindhudurg Shikshan Prasarak Mandal's
College of Engineering Kankavli,
Tal. Kankavli, Dist. Sindhudurg

Kau