

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

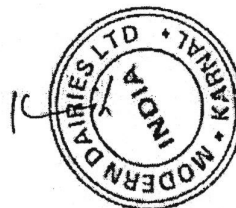
**DYAL SINGH COLLEGE, KARNAL**

**&**

**MODERN DAIRIES LIMITED, KARNAL**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES**



## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 24<sup>th</sup> Day of June 2019 by and between

Dyal Singh College, Karnal, The First Party represented herein by its Principal (hereinafter referred as 'First Party' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

And

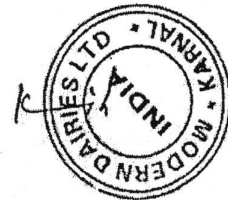
Modern Dairies Limited, Karnal, The Second Party and represented herein by its Manager (HR & Admn) (hereinafter referred as 'Second Party' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

Whereas:

- A) First Party is a Higher Educational Institution named:  
**Dyal Singh College, Karnal**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research in Retail Management.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- E) Modern Dairies Limited, Karnal, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the FMCG fields.
- F) Modern Dairies Limited, Karnal, the Second Party is a Limited Company.

Now Therefore, in consideration of the mutual promises set forth in this MoU, the Parties here to agree as follows:

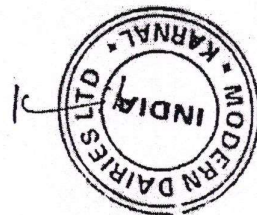


**CLAUSE 1**  
**CO-OPERATION**

- 1.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2**  
**SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Industrial Training & Visits : Industry and Institution interaction will give an insight in to the latest development /requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.



- 2.3 There is no financial commitment on the part of the Dyal Singh College, Karnal, the First party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

**CLAUSE 3**  
**INTELLECTUAL PROPERTY**

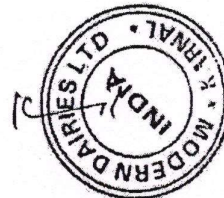
- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party and right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

**CLAUSE 4**  
**VALIDITY**

- 4.1 This agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, The Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training, the Second Party after termination of this agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligations.

**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Karnal.

Agreed:

For Dyal Singh College, Karnal

(Principal)

For Modern Dairies Limited

(Authorised Signatory)



Dyal Singh College, Karnal	Modern Dairies Limited, Karnal
Near Bus Stand	K.M. Stone 136, G.T. Road, Shamgarh, KARNAL
9416733043	9896375304
principaldsekn1@gmail.com	hrd_knl@moderndairies.com
www.dsckarnal.org	

Witness 1:

Witness 1:

Witness 2:

Witness 2: