

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**District Industries Centre LATUR**  
MIDC, LATUR,  
LATUR (city), Maharashtra, 413531

**&**



**Vilasrao Deshmukh Foundation**

**Vilasrao Deshmukh Foundation Group of Institutions,**  
**Plot No.165A, Additional MIDC, Near to Manjara Sugar, Barshi Road,**  
**Latur, Maharashtra 413531**

**FOR**

**Agriculture and Non- Agriculture Latur District ODOP Products, GI  
Products, , Export potential products, Banjara dresses and ornaments,  
One District One Product Branding and Promotion**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23 day of May 2023, for organizing the entrepreneurship development activities by and between

**District Industries Centre (DIC) Latur MIDC**, Latur, Maharashtra 413531, India Latur (city), Maharashtra, 413531 represented herein by its **General Manager** (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

**Vilasrao Deshmukh Foundation Group of institution, Plot No.165A, Additional MIDC, Near to Manjara Sugar, Barshi Road, Latur, Maharashtra 413531** and represented herein by its- **Principal** (hereinafter referred to as, organization 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') as

### WHEREAS:

- A) First Party is a District Level Government Body: **District Industries Centre, Latur.**
- B) **District Industries Centre (DIC) Latur & Vilasrao Deshmukh Foundation Group of institutions, Plot No.165A, Additional MIDC, Near to Manjara Sugar, Barshi Road, Latur, Maharashtra 413531** believe that collaboration and co-operation between them 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 One District One Product branding and promotion.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Vilasrao Deshmukh Foundation Group of Institutions**, the Second Party is an educational institution belonging to the people, working for the people and being administered by the people.
- F) **Vilasrao Deshmukh Foundation Group of Institutions**, the Second Party is promoted by **Vilasrao Deshmukh Foundation Group of institutions, Plot No.165A, Additional MIDC, Near to Manjara Sugar, Barshi Road, Latur, Maharashtra 413531**
- G) **Vilasrao Deshmukh Foundation Group of institutions** is part of **Vilasrao Deshmukh Foundation** whose head office is situated at Latur. The Governing authorities function for all the branches from this office.

**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 Latur district ODOP products, GI products, , Export potential products, Banjara dresses and ornaments, branding and promotion of One District One Product (ODOP) of Latur District developing awareness about ODOP among students and giving projects related to ODOP to students for developing their innovative and entrepreneurial side.
- 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 branding and promoting Latur district ODOP products, GI products, Export potential products, Banjara dresses and ornaments. 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 **Products of LATUR District:** As per Industries department is concerned there is one Agriculture and Non-Agriculture Latur district ODOP products, GI products, Export potential products, Banjara dresses and ornaments, ODOP product for a district. Second Party's students will get an opportunities to work on both Agriculture and Non-Agriculture ODOP projects and do branding and promotion of the same
- 2.3 **Awareness program :** First Party will give valuable inputs to the Second Party in designing awareness program about Latur district ODOP products, GI products, , Export potential products, Banjara dresses and ornaments, ODOP and DIC scheme so that the students do various project on ODOP along with the branding and promotion for the same.

- 2.4 **Industry Visits:** With the intervention of General Manager DIC Latur the students of Second Party can visit various industries, industries clusters of the district, meet industries experts pertaining to the projects of Latur district ODOP products, GI products, Export potential products, Banjara dresses and ornaments and other projects.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **branding and promotion of Latur district ODOP products, GI products, Export potential products, Banjara dresses and ornaments.**

### CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any 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 **DIC**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Vilasrao Deshmukh Foundation Group of Institutions** 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 District Industries Centre Latur and Vilasrao **Deshmukh Foundation Group of Institutions** 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 the 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.

**District Industries Centre Latur**

First Party

**Vilasrao Deshmukh Foundation Group of  
Institutions**

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 **Mumbai**.

**AGREED:**


For,

For,

District Industries Centre Latur

Vilasrao Deshmukh Foundation Group of Institutions

  
**General Manager**  
**District Industries Centre**  
**LATUR**

  
**Principal**  
Authorized Signatory  
Vilasrao Deshmukh Foundation  
Group of Institutions, Latur  
Plot. No.165A, Add. MIDC, Near  
to Manjara Sugar Barshi Road, Latur

District Industries Centre Latur	Vilasrao Deshmukh Foundation Group of Institutions, Latur
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Witness 1:

JDI



District Industries Centre, Latur


  
Authorized Signatory

Witness 2:

Mr. Anil R. Biradar  
Head,

Training and Placement cell  
VDF Group of Institutions, Latur



  
Authorized Signatory