

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding is made on the 1st day of January 2019 and it is valid up to 31st December 2024(5 Years)

BETWEEN

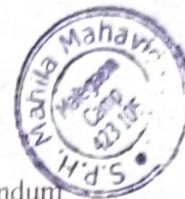
Librarian, Sarvajank Library Malegaon Camp (First Party)

AND

Principal & Head Department of Marathi, MGV's, Smt.Pushpatai Hire Arts, Science and Commerce College, Malegaon Camp (Second Party)

BACKGROUND

- A. Each of the Party owns and operates facilities for the provision of
1. Library use for Marathi novels
 2. Student and Faculty exchange
 3. Library record keeping & software training to the students
 4. Use and Exchange of library resources
 5. Exchange of other library resources and services to the Public, Students and Faculty
- B. The Party currently have an arrangement with each other with respect to the training, borrowing, and awaring of Knowledge material that each Member Council owns together with resource sharing and the running and maintenance of a shared resources and knowledge.
- C. Each of the Party agrees that the MOU shall be collectively known as "Exchange of library resources and services to the Students and Society Stakeholders".
- D. The Party desire to formalise their agreement and understanding in relation to the Network and have agreed to enter into this Memorandum of Understanding in this regard. However, the Party agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them the Party agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.



AND THE PARTIES AGREE:

- 1.1 **Interpretation**
 - 1.1.1 The Background set out above forms part of this Memorandum and the Party agree that the Background is true and accurate.
 - 1.1.2 Unless the contrary intention appears:
 - 1.1.2.1 Words noting the singular shall include the plural and vice versa.
 - 1.1.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
 - 1.1.2.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently enforce at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution therefore.
 - 1.1.2.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.
 - 1.1.2.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.
2. **Term**
 - 2.1 The term of this Memorandum shall be five (5) years commencing on **01/01/2019** and expiring on the **31/12/2024**, unless otherwise agreed or extended by the Party in writing.
 - 2.2 The term shall be reviewed by the Party not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.
3. **Negotiate In Good Faith**
The Party agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.
4. **The Party Obligations**
 - E. The Party agree that each of them shall have the following obligations in respect of **"Exchange of library resources and services to the Students and Society Stakeholders"**..
 - 4.1 **Second Party(Administer)**
On behalf of the Other Member Councils, the Second party agrees;
 - 4.1.1 **Administration**
 - 4.1.1.1 to administer the work in accordance with this Memorandum and the Operating Guidelines; and
 - 4.1.1.2 to be accountable to the Other Party in a manner determined for the administration of the MOU and the facilitation of the MOU;
 - 4.1.2 **Finances**



- 4.1.2.1 Network Costs and the Administration (Second Party) mandatory to administer
- 4.1.2.2 to prepare with the assistance from the Other Member Councils, in accordance with this Memorandum, the budgets for the Network; and
- 4.1.2.3 to meet all auditing requirements for all monies received and paid for in relation to the Network;
- 4.1.3 **Membership of the Committee**
- 4.1.3.1 the Chief Executive Officer or delegated officer is a Principal and the nominee to the Committee is a Concern Department Head;
- 4.1.3.2 to appoint a representatives(Should be a Faculty of Concern Department) from each party;
- 4.2 **All Member Councils**
The Party agree:
- 4.2.1 **Reporting**
To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of the MOU.
- 4.2.2 The Committee shall at its first meeting (and annually thereafter) appoint amongst the representatives a Chairperson who shall hold office for a term of one (1) year but is eligible for reappointment for a further term, unless he/she resigns in which case the Committee shall appoint a new Chairperson to chair the meetings.
- 4.2.3 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

5. **Operational Guidelines**

- 5.1 Upon execution of this Memorandum, the Chief Executive Officer or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable of amending from time to time as the Chief Executive Officers or delegates see fit.
- 5.2 Notwithstanding the provisions of this Memorandum, the Party agree that the Operational Guidelines shall be the operative document that facilitates the operational management of the MOU.
- 5.3 The Party shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- 5.4 The Parties agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

The Parties agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by **all** the Member Councils.

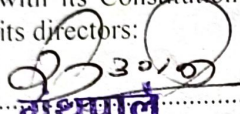
6. **Liability**




6.1 The **Second Party** shall indemnify and keep indemnified the other Party against all actions, costs, claims, damages, charges in respect of injury, loss or damage resulting from any negligent act or omission of The **First Party Council**;

7. **Acknowledgement**

The Party acknowledge and agree that each of the Party may in its own right engage the other Member Council staff for their services; however any agreed costs incurred by the Council in doing so shall be borne solely by the respective Party.

EXECUTED as a Memorandum of Understanding

<p>THE SEAL of THE First Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p>	<p>Sign & Seal</p>
<p>Name:  बोधपाल Librarian कॅम्प सर्वज्ञानिक, वान गलय सयत्री गिर, मालेगाव, तालुका ४२३ १०५</p>	
<p>Name: Head Department of Marathi/Representative of Concern Project/MOU</p>	

<p>THE SEAL of the Second Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p>	<p>Sign & Seal</p> <p></p> <p>PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)</p> 
<p>Name: Principal</p> <p>Name:  Head Department of Marathi HEAD Dept. of Marathi S.P.H. Mahila Mahavidyalaya, Malegaon Camp (Nashik)</p>	





सामंजस्य करार अहवाल (MOU)

2018-19

मराठी विभाग

श्रीमती पुष्पाताई हिरे महिला महाविद्यालय मालेगाव कॅम्प मराठी विभाग मालेगाव येथील सार्वजनिक वाचनालय यांच्याशी संवाद साधून दोघांच्या एकत्र सामंजस्य कराराने श्रीमती पुष्पाताई हिरे महिला महाविद्यालयातील सर्व विद्यार्थिनींसाठी मराठी भाषेच्या प्रचार-प्रसारासाठी व वाचन संस्कृती जोपासण्यासाठी एकत्र येऊन अनेक उपक्रम आयोजित करण्याचे ठरवले. तसे सार्वजनिक वाचनालय मालेगाव कॅम्प यांनी 1 जानेवारी 2019 ते 31 डिसेंबर 2024 या कालावधीतील पाच वर्ष मर्यादेचा सामंजस्य करार करण्यात आला . त्यानुसार महाविद्यालयातील सर्व विद्यार्थिनींसाठी वाचनालयास भेट देणे, वाचनालयातील पुस्तकांच्या याद्या वाचणे, संदर्भग्रंथांची माहिती करून घेणे, पुस्तकांची क्रमवारी ठरवणे, विविध प्रकार हाताळणे यासंदर्भात माहिती होण्यास मदत झाली तसेच अनेक कवी, लेखक, समीक्षक, अनुवादक यांची ही माहिती यामुळे विद्यार्थिनींना सखोलपणे होण्यास मदत होणार आहे. या पाच वर्षात महाविद्यालयात प्रवेश घेणाऱ्या सर्व विद्यार्थिनींसाठी हा उपक्रम खुला असणार आहे तसेच महाविद्यालयातील ग्रंथालय आणि सार्वजनिक वाचनालय मालेगाव कॅम्प हे ग्रंथालय या दोन ग्रंथालयांची माहिती आणि त्यांचे महत्त्व वाचन संस्कृती जोपासण्यासाठी अत्यंत मोलाचे ठरणार आहे. समाजाचा विकास व्हायचा असेल तर समाजा ची वांगमयीन श्रीमंती अत्यंत महत्त्वाचे असते आणि त्यात वाचनालय मोलाची भर घालत असतात. त्यामुळे हा करार महाविद्यालयासाठी आणि मराठी विभागासाठी अत्यंत अभिमानाचा असाच ठरणार आहे. यामुळे वाचनाची गोडी लागून आजच्या युवतींमध्ये एका वेगळ्या अस्मितेची आणि स्वावलंबनाची झळाळी पहावयास मिळणार हे निश्चित. सदर उपक्रमासाठी

महाविद्यालयाच्या सन्माननीय प्राचार्य डॉ. उज्वला देवरे यांचे मोलाचे मार्गदर्शन लाभले. तसेच मराठी विभाग प्रमुख यांचेही प्रयत्न मोलाचे ठरले. या सर्व बाबींचा विद्यार्थ्यांच्या आयुष्याच्या पुढच्या वाटचालीसाठी मार्गदर्शक असेच ठरणार आहे.

मराठी विभाग प्रमुख

प्राचार्य