# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1<sup>st</sup> day of January 2019 and it is valid up to 31<sup>st</sup> December 2024

#### **BETWEEN**

Bank of Maharashtra, Malegaon.

#### AND

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

- Each of the Party owns and operates facilities for the provision of
  - 1. Celebrating Hindi Saptah.
  - 2. Student and Faculty & Employee exchange.
  - 3. Use Of Hindi Language in Bank.
  - 4. Exchange of various Services & Knowledge to the public Students & Faculty.

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.

Each of the Party agrees that the MOU shall be collectively known as "Exchange of various services and Knowledge to the Public, Students & Faculty."

B. 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

The Party agree that each of them shall have the following obligations in respect of "Exchange of various services and Knowledge to the Public, Students & Faculty." 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 Cost is mandatory to administer(Second Party)
- 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

THE SEAL of THE First Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:  Name:  Maneger Bank Of Maharashtra, Malegaon.	Sign & Seal
Name:	

THE SEAL of the Second Party	Sign & Seal
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:	SOI ETT THE
Name:  PRINCIPAL  S.P.H. Mahila Mahavidyalaya  Malegaon Camp-423 105 (Nashik)	PILLE PILLE
adegaoti carib 123 103 (Nasiik)	A commence of many superior of the
Name: Head, Department of Hindi.	

Academic Co-ordinator S. P. H. Mahila Mahavidyalaya Malegaon Camp Dist. Nashik

प्रमुख मराठी विभाग श्रीमती पुष्पःताई हिरे महिला महाविश्वालय भालेगांव कॅम्प – ४२३ १०५ (नासिक)

- Google Docs

महिलारत्न पुष्पाताइ हिरे महिला महाविद्यालय,मालेगाव केम्प जि. नाशिक तिथि: -. 14 सितंबर , 2021 हिंदी दिवस समारोह समय: - 11 . 00 बजे माध्यम: - गुगल मिट कार्यक्रम पत्रिका

- प्रास्ताविक: प्रो. डॉ अनिता नेरे
- परिचय:- मुस्कान शेख
- छात्राओं के मंतव्य : 1) तेजस्विनी गवळी
  - 2) रुचिता वाघमारे
  - 3) राधिका विसपुते
  - 4) पायल गडाख
- अतिथि मंतव्य : मा .श्री .जीवन प्रसाद ( प्रबंधक ,बैंक ऑफ महाराष्ट्र , मालेगांव शाखा )
- अध्यक्षीय मनोगत: मा . प्राचार्य डॉ . उज्ज्वला देवरे
- उपप्राचार्यः मा . डॉ . डी .जी . जाधव
- शैक्षिक पर्यवेक्षक : मा . डॉ . डी . ए . पवार
- आभार ज्ञापन : सुश्री सिमरन गवळी (SYBA)
- सूत्रसंचालन : डॉं . योगिता घुमरे

प्राचार्य,

<u>शिल्छ</u> **प्रा.डॉ.अनिता** नेरे

शोध निर्देशक एवं विभागाध्यक्ष, महिलारत्न पुष्पाताई हिरे महिला महाविद्यालय, मालेगांव कैम्प, जि. नाशिक प्राचार्य महिलार्जन पुष्पाताई हिरे महिला महाविद्यालय, मालेगांव कॅम्प (नाशिक)



# हिंदी दिवस 2021

1 message

Anita Nere <anitanere321@gmail.com> To: Anita Nere <anitanere321@gmail.com>

Sun, Sep 12, 2021 at 12:29 PM

महात्मा गांधी विद्या मंदिर संचालित महिलारत्न पुष्पाताई हिरे कला ,वाणिज्य एवं विज्ञान महिला महाविद्यालय ,मालेगांव कैम्प ,जि .नासिक हिंदी विभाग एवं बैंक ऑफ महाराष्ट्र मालेगांव शाखा के संयुक्त तत्वावधान में आयोजित हिंदी दिवस समारोह

तिथि:-14 सितंबर, 2021 समय:- स्बह 11.00 बजे माध्यम : - ग्गल मिट

प्रमुख अतिथि : - मा . श्री . जीवन प्रसाद (प्रबंधक, बैंक ऑफ महाराष्ट्र , मालेगांव )

अध्यक्ष : - मा .प्राचार्य डॉ .उज्ज्वला देवरे मा . उपप्राचार्य :- डॉ . डी . जी .जाधव

शैक्षिक पर्यवेक्षक :- मा . डॉ . डी .ए . पवार

विभाग प्रम्ख :- प्रो. डॉ . अनिता नेरे

डॉ . योगिता घ्मरे (हिंदी विभाग)

कृपया निम्न लिंक से जुड़कर समारोह की गरिमा बढ़ाए । To join the meeting on Google Meet, click this link: https://meet.google.com/pry-brrs-xin

Or open Meet and enter this code: pry-brrs-xin

शोध निर्देशक एवं विभागाध्यक्ष महिलारत्न पृथाताई हिरे महिला महाविद्यालये. माल गांव केम्प, जि. नाशिक

महिलारल पुष्पाताई हिरे महिला महाविद्यालय, मालेगांव कम्प (नाशिक) आभाभी हिंदी दिवस समारोह हिंदी विभाग एवं बैंक ऑफ महाराष्ट्र के संयुक्त तत्वावधान में MOU के अंतर्गत आतिथि व्यारव्यान यातिथि वक्ता! — मार जीवन प्रसाद (शास्ता प्रबंधक, बैंक ऑफ महाराष्ट्र, मालेग



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	Anita Nere	•	i
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8	Deepali Chandramore	X.	፥
	Dr. Devram Jadhav	X.	i
	Dr.Vanita Pawar	N.	:
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