

# MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE & COMMERCE MAHILA MAHAVIDYALAYA, MALEGAON CAMP, NASHIK



3<sup>rd</sup> Cycle

Assessment & Accreditation

Criterion – 3

Research, Innovation and Extension

**Key Indicator- 3.5 Collaboration** 

QnM – 3.5.1 The number of MoUs, collaborations/linkages for Faculty exchange, Student exchange, Internship, Field project, On-the-job training, research and other academic activities during the last five years

### MGV's

# MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALYA

### Malegaon Camp, Dist. Nashik

**3.5.1** Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years.

MoUs - List and Documents (2017 to 2022)

Year	2021-22	2020-21	2019-20	2018-19	2017-18	Total
MoU's	25	06	05	01	00	37

# MoUs - List and Documents (2017 to 2022)

CNT	Nome of the Matt	Name of the Callaboration	Vaaraf	Duration of
SN	Name of the MoU / Collaboration / Linkage	Name of the Collaborating agency / Institution/ Industry/ Corporate House with whom the MoU/ Collaboration / Linkage is made with contact Details	Year of signing MoU's/ Collaboration / Linkage	Duration of MoU's/ Collaboration / Linkage
1	Real Beauty Parlor and Training Center Malegaon	Training and Placement Cell Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2021-22	01 Year
2	Ashish Services Sangmeshwar, Malegaon (Nashik)	Training and Placement Cell Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2021-22	01 Year
3	MT College & Assayer Hospital, Chandanpuri Malegaon	Department of Botany MGV's Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2021-22	01 Year
4	JAET Arts, Commerce & Science College Malegaon	Department of Botany MGV's Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2021-22	01 Year
5	M.B. Sugars and Pharmaceutical Ltd., Nilgavhan, Tal- Malegaon (Nashik)	Department of Chemistry, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5 years
6	Krishi Vigyan Kendra, Vadel, Tal. Malegaon (Nashik)	Department of Chemistry, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5 years
7	M/s. Sumangal Agro Industries, Belgaon, Tal- Malegaon (Nashik)	Department of Chemistry, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	3 years
8	Mr. Vinay Kunwar- India First Robotics, Innovation & Research LLP, Pune. Contact - 8446767555	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
9	KBH Junior College L.V.H. Marg, Malegaon Contact 02554-254201	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
10	Surana Gruh Udyog Tehra Phata, Malegaon Contact- 8087130097	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
11	Nakoda Industries, B/2, Chandanpuri Shiwar, Malegaon Dist Nashik Contact- 8793466696	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
12	R.D. Mobile Golden Plaza, Near Chatrapati Shivaji Maharaj Putla, Malegaon. Contact 9823292676	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
13	Shree Paras Super Market Soygaon, Survey No 8/2A/2, Near M.G. Petrol Pump,Soyagaon Malegaon. Contact- 9422756791	Department of Commerce, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	01 Year
14	KBH Law College Malegaon Camp.	Department of English, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5 years
15	MOU Signed with Friends Computer, Malegaon	Department of English, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5years

### **Criterion 3- Research, Innovations and Extension**

16	Bank Of Maharashtra, Malegaon	Department of Hindi, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5years
17	Camp Sarvajanik Vachanalaya, Malegaon	Department of History, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2021-22	5 Years
18	Mansoora Engineering College Malegaon	Department of Mathematics MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	2 years
19	TATA Institute of Social Science Tuljapur	Department of Mathematics MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	2 years
20	Panchayat Samiti Malegaom	Department of Politic MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	5 year
21	Bhausar Laboratory Malegaon camp	Department of Zoology MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	1 Year
22	Aditya Clinical diagnostic center Malegaon	Department of Zoology MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	1 Year
23	Pragati clinical Laboratory Malegaon	Department of Zoology MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	1 Year
24			2021-22	01 Year
25	Yog Vidya Dham	Department of Sport, MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2021-22	01 Year
26	Vivek Rathi- TIN Facilitation Center & Digital Signatres Somwar Peth Bhavsar Galli Shop No 1, Near Syndicate Bank Malegaon. Contact - 9423972108	Department of Commerce MGV's Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2020-21	01 Year
27	Pragatishil Lekhak Sangh, Malegaon	Department of Marathi, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2020-21	5 Years
28	Dhanashri poultry farm at post Vajirkheda ( Dabli Shivar)	ashri poultry farm at Department of Zoology MGV's Arts, Vajirkheda ( Dabli Science and Commerce Mahila College,		1 Year
29	Patil Poultry farm, At Post, Kashti	Department of Zoology MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2020-21	01 Year
30	Bhagirathi Poultry Farm At post Ajang Tq/Malegaon	Department of Zoology MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2020-21	01 Year
31	Yog Vidya Dham	Department of Sport, Arts, Science and Commerce Mahila College, Malegaon Camp	2020-21	01 Year
32	Miss. Vasundhara Deshmukh, Oriflame, Malegaon	Department of Commerce MGV's Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2019-20	01 Year
33	Nilesh Chaudhary - Associates-Authorised Auditor Malegaon . Address : Aananad Arcade, Near Hotel shivam satana Naka Malegaon. Contact- 9423838774/8600088774	Department of Commerce MGV's Arts, Science and Commerce Mahila Mahavidyalya, Malegaon Camp	2019-20	01 Year

### **Criterion 3- Research, Innovations and Extension**

Ī	34	Librarian, Shubhada	Department of Marathi, M.P.H. Arts,		
		Sarvajanik Wachanalaya,	Science and Commerce Mahila	2019-20	5 Years
		Patilwadi, Soygaon	Mahavidyalaya, Malegaon camp		
	35	Librarian, Sarvajanik Library. S.V.D. Sawarkar, Dabhadi	Department of Marathi, M.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2019-20	5Years
	Nashik Sport Karate - Do- Association		Department of Sport, MGV's Arts, Science and Commerce Mahila College, Malegaon Camp	2019-20	01 Year
	Librarian, Sarvajanik Library, Malegaon		Department of Marathi, S.P.H. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon camp	2018-19	5 Years

### 1) Training and Placement Cell Real Beauty Parlour and Training Center, Malegaon

### MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA Malegaon Camp, Dist- Nashik&

# REAL BEAUTY PARLOR & TRAINING CENTER MALEGAON

### FOR

### SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT ANDRELATED SERVICES

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 23th October – Two Thousand and Twenty One (23/10/2021), for One Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

<u>REAL BEAUTY PARLOR & TRAINING CENTRE</u>, and represented herein by its Head, Mrs. Shruti Gopal Shah, Properitor (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Entrepreneurship Development Cell, MGV's, Mahilaratna Pushpatai Hiray Arts, Scienceand
Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) <u>REAL BEAUTY PARLOR & TRAINING CENTRE</u>, the Second Party is engaged in Small Business, in the field of *Beauty & Cosmetics*, the Second Party is promoted by *Principal*, MGV's, *Mahilaratna Pushpatai Hiray Arts*, *Science and Commerce Mahila Mahavidyalaya*, *Malegaon Camp*, *Dist. Nashik* an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

### CLAUSE 1 CO-OPERATION

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.

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.

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

The budding graduates from the institutions could play a key role in technological upgradation, 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.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Training & Visits: Cosmetic Industry and Institution interaction will give an insight in to the latest developments / requirements of the Training; the Second Party to permit the Faculty and Students of the First Party to visit its training center and also involve in Beauty Training Programs for the First Party. The Beauty training and exposure provided to students through this association will build confidence and prepare the students to have a academic to working career as well as Entrepreneur Development. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Beauty & Cosmetics.

Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the firm requirement considering the National Occupational Standards in concerned sector, if available.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; start own venture and will facilitate placements for at least 30% of the students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein there is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 theother Party.

### CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period <u>01 Year</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>REAL BEAUTY PARLOR & TRAINING CENTER</u>, <u>MALEGAON</u> the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

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 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.

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 Malegaon Dist. Nashik.



For Name of Institution

AGREED:

9404208311, 7020221056
REAL BEAUTY PARLOUR
PROP. MRS. SHRUTI GOPAL SHAH
Mokshaganga Colony, Near Pension Bhavan, Satana Naka, SOYGAON - MALEGAON

For Name of Industry

S.C. Sleel

Authorized Signatory

Authorized Signatory

PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.Malegaon Camp	Name of Company: Mrs. Shruti Shah, owner of Real Beauty parlor & Training Center, Malegaon.
Address : Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Real Beauty Parlor Mokshganga Colony, Near Pension Bhavan, Satana Naka, Soygaon, Malegaon
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 7020221056
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	Contact Details . 702022

(Dr. D. A. Pawar)

Witness 3:

(Dr. D. K. Borse)

Witness 2:

(Dr. D. G. Jadhav

(Dr. V.T. Ramavat)

### 2) Training and Placement Cell Ashish Services Sangmeshwar, Malegaon (Nashik)

### MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

# & ASHISH SERVICES, SANGMESHWAR MALEGAON

### FOR

## SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

# PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 07<sup>th</sup> December – Two Thousand and Twenty One (07/12/2021), for One Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

<u>ASHISH SERVICES</u>, <u>SANGMESHWAR</u>, <u>MALEGAON</u>, and represented herein by its Head, Mr. Ashish Tajane, Proprietor (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  \*Placement Cell, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce

  \*Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik.\*
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) ASHISH SERVICES, SANGMESHWAR, MALEGAON, the Second Party is engaged in Small Business, in the field of Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship, the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

# 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Training & Visits: Computers & Skill Development Centre interaction will give an insight in to the latest developments / requirements of the Training; the Second Party to permit the Faculty and Students of the First Party to visit its training center and also involve in Computer Training Programs for the First Party. The Computer training and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career as well as Entrepreneur Development. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Information Technology.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the firm requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; start own venture and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein. There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>01 Year</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>ASHISH SERVISES, MALEGAON</u> 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 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.

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 Malegaon Dist. Nashik.



AGREED:

For Name of Institution

Authorized Signatory
PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Fo	r Nan	ne of	Firm	20
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A STATE OF THE PARTY OF THE PAR	orizec	Sign	atory	
A.	ALEG	AON		

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya .Malegaon Camp	Name of Company:  Mr. Ashish Tajane  Ashish Services,  Sangmeshwar, Malegaon.
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: 1 <sup>st</sup> Floor, Valmik Nagar School, Bhavani Chowk, Sangmeshwar, Malegaon Pin- 423203
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 7385131822 7249812182
E-mails:  prinsphmcollege@gmail.com  Web: www.sphcollege.com	Email: Ashishservices111@gmail.com

Witness 1:

(pr. D.G. Jadhav)

Witness 3:

(pr. Deeparjali Borse)

Witness 2:

(Dr. D. A. Pawar)

Witness 4.

(Dr. V.T. Ramavat

### 3. Department of Botany

M T College & Assayer Hospital, Chandanpuri, Malegaon

# MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

# SMT. PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist-Nashik

&

Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon

FOR

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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 10<sup>th</sup> August 2021– Two Thousand and Twenty One (10/08/2021) for One Year, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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

Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon and represented herein by its Head, Dr. Sharique, Dept. of Pharmacognosy (here in after referred to as "Second Party", company 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:** 

G) First Party is a Higher Educational Institution named:

Department of Botany, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

- H) 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- K) Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon the Second Party is engaged in Research and Development, in the field of Crude Drugs, Preparation of Kadha, Churn, Asava, Arissta, Tela, Lepa, and Bhasma. Hands on Trainings, Skill Development, Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

### CLAUSE 1 CO-OPERATION

- 1.4 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.
- 1.5 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.
- 1.6 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

- 2.4 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.
- 2.5 **Curriculum Design:** Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.6 **Field Visits & Training:** Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology; the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.10 Research and Development: Both Parties have agreed to carry out the jointresearch activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.11 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.12 **Guest Lectures:** Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.13 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- 2.14 **Placement of Trained Students:** Second Party will actively engage to help thedelivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.15 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

  There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.2 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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

- 4.3 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.4 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

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 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.

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution

Authorized Signatory

PRINCIPAL
S.P.H. Mahila Mahavidyalaya
Malegaon Camp-423 105 (Nashik)



For Name of Company

Authorized Signatory
PRINCIPAL
Mohammadia Tibbia College
& Assayer Hospital
Mansoora, Malegaon - 423203

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon
Address :Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Chandapuri, Malegaon Camp.
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details : Contact Details : 7066052230
E-mails: prinsphmcollege@gmail.com Web: www.sphcollege.com	mtchmansoora@gmail.com http://www.mtchmansoora.org

Dr. Ansozi ziya

Witness 1:

Dr. Sayyed Minhay

Witness 2:

On One

Witness 4:

4. Department of Botany JAET Arts, Commerce & Science College, Malegaon

# MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

# MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA Malegaon Camp, Dist- Nashik

&

J.A.E.T. ARTS, COMMEREC AND SCIENCE COLLEGE, MALEGAON

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

R & D SERVICES AND RELATED SERVICES.

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 10th August 2021- Two Thousand and Twenty One (10/08/2021) for One Year, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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

JAT Arts, Science and Commerce Womens College, Malegaon and represented herein by its Dr. Yahya Z. Khan, Dept. of Botany (here in after referred to as "Second Party", company 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:

S) First Party is a Higher Educational Institution named:

Department of Botany, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

- T) 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- W) JAT Arts, Science and Commerce Womens College, Malegaon the Second Party is engaged in Research and Development, in the field of Crude Drugs, Preparation of Kadha, Churn, Asava, Arissta, Tela, Lepa, and Bhasma. Hands on Trainings, Skill Development, Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

### CLAUSE 1 CO-OPERATION

- 1.10 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.
- 1.11 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.
- 1.12 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

- 2.10 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.
- 2.11 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.12 Field Visits &Training: Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology; the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.22 Research and Development: Both Parties have agreed to carry out the jointresearch activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.23 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.24 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.25 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- 2.26 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein. There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.4 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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

- 4.7 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Mohammadiya Tibbiya College and Assayer Hospital, Chandanpuri, Malegaon the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Mohammadiya Tibbiya College and Assayer Hospital, (Mansoora College) Chandanpuri, Malegaon the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.8 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

5.4 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 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.

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 Malegaon Dist, Nashik.

### AGREED:

For Name of Institution

For Name of Company

Authorized Signatory

PRINCIPAL

S.P.H. Mahila Mahavidyalitya Malegaon Camp-423 105 (Nashik) Authorized Signatory
PRINCIPAL

J.A.T. Arts, Science and Commerce
Colege (For Women), Malegann - 423203

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: JAT Arts, Science and Commerce Womens College, Malegaon
Address :Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Islampura, Near Bus Stand, Malegaon
Contact Details: 02554 250827 Mob.No. 9011027604, 7066031166	Contact Details : 9588656002, 9404589533
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	yakhanbot@gmail.com

Dr. Ansari Ziya

Witness 1:

Witness 2:

Pool Mundowner Sterrand.

Witness 3:

Dr. Addil N. Momin

Witness 4

### **5. Department of Chemistry**

M.B. Sugars and Pharmaceutical Ltd., Nilgavhan, Tal- Malegaon (Nashik)

# MEMORANDUM OF UNDERSTANDING (MOU)

## BETWEEN

MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA, MALEGAON CAMP, DIST- NASHIK

&

M.B. SUGARS AND PHARMACEUTICAL Ltd., NILGAVHAN, TAL-MALEGAON (NASHIK)

FOR

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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the 1" October Two Thousand and Twenty One (01/10/2021), by and between

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

M.B. Sugars and Pharmaceutical Ltd, Nilgavhan, Tal-Malegaon (Nashik) and represented herein by its Head Mr. A.S. Kothawale, HR Manager (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. <u>Nashik</u>

- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) <u>M.B. Sugars and Pharmaceutical Ltd, Nilgavhan, Tal-Malegaon (Nashik)</u> the Second Party is engaged in Business, in the field of *Entrepreneurship*.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLO

### CLAUSE 1 CO-OPERATION

- 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Visits: Industry and Institution interaction will give an insight in to the latest developments / 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 various 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and ready for the industrial job will facilitate placements for students.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will dealt separately.

# CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 *M.B. Sugars and Pharmaceutical Ltd, Nilgavhan, Tal-Malegaon (Nashik)* the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of *M.B. Sugars and Pharmaceutical Ltd, Nilgavhan, Tal-Malegaon (Nashik)* 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 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

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution Mahilaratna Pushpatai Hiray Arts Science and Commerce Pharmaceutical Ltd, Nilgavhan, Tal-Mahila Mahavidyalaya, Malegaon Camp

For Name of Company M.B. Sugars and Malegaon (Nashik)

Authorized Stone S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Authorized Signatory
For M. B. Sugars & Pharmaceuticals Ltd.

Manager Human Resources & Development

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: <u>M.B. Sugars and</u> <u>Pharmaceutical Ltd, Nilgavhan, Tal-</u> <u>Malegaon (Nashik</u>
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Gat No. 61/5, Nilgavhan, Tal-Malegaon (Nashik)- 423105
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details : 9326882886
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	E-mail : personnel@mbsugars.com

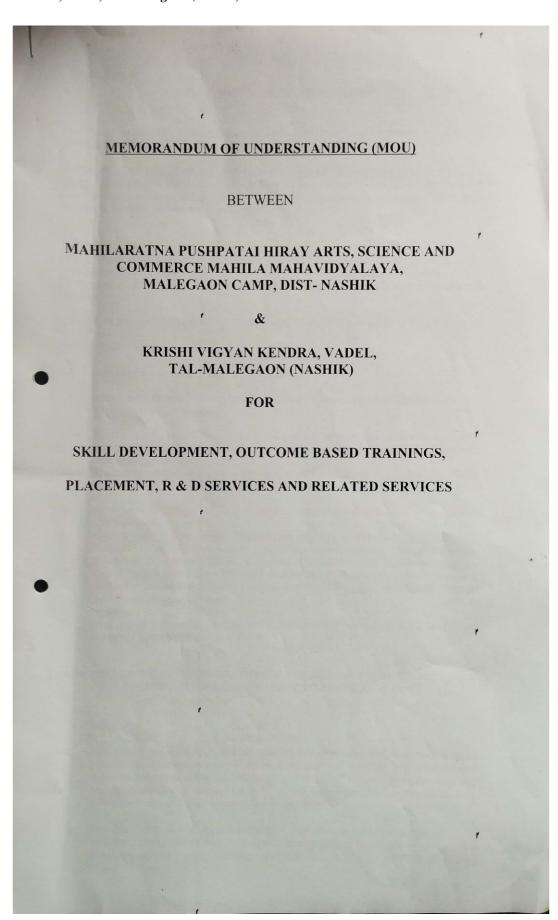
(Vice Vice Parincipal 5. P. H. Mahila Mahavidyalava

Academic Speardinate S P. H. Mahila Mahavidy. reon Camp Dist. Nashik

Smt. Bharati V. Shewale (Head of Department) Dept. of Chemistry S. P. H. Mahila College,

Malegaon Camp.

6. Department of Chemistry Krishi Vigyan Kendra, Vadel, Tal. Malegaon (Nashik)



### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the January Two Thousand and Twenty Two (03/01/2022), by and between

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

Krishi Vigyan Kendra, Vadel, Tal-Malegaon (Nashik) and represented herein by its Head/ Sr. Scientist (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. <u>Nashik</u>

- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Krishi Vigyan Kendra, Vadel, Tal-Malegaon (Nashik) the Second Party is engaged in Business, in the field of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLO

### 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Visits: Industry and Institution interaction will give an insight in to the latest developments / 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 various 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and ready for the industrial job will facilitate placements for students.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will 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 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 *Krishi Vigyan Kendra, Vadel, Tal-Malegaon (Nashik)* the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of *Krishi Vigyan Kendra, Vadel, Tal-Malegaon (Nashik)* 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

It is expressly agreed that First Party and Second Party are acting under this MoU as 5.1 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

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution Mahilaratna Pushpatai Hiray Arts Science and Commerce For Name of Company Krishi Vigyan Mahila Mahavidyalaya, Malegaon Camp

Kendra, Vadel, Tal-Malegaon (Nashik

Authorized Signatory PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Authorized Signatory HEAD/SENIOR SCIENTIST Krishi Vigyan Kendra Malegaon (Nashik) 423 206

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: <u>Krishi Vigyan</u> <u>Kendra, Vadel, Tal-Malegaon (Nashik</u>
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: At Post- Vadel, <u>Tal-Malegaon (Nashik)- 423105</u>
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details: 9420477497
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	E-mail: kvkmalegaon@gmail.com

ice that neipal S. P.H. Mahila Mahavidyalaya Malegaon Camp Dist. Nashik

Malegaon Camp, Dist, Nashii

DE S.A. Pawar Academic Superdianter S. P. H. Mahila Mahavidyalaya Malegaon Camp Dist. Nashik 1

> Smt. Bharati V. Shewale (Head of Department) S. P. H. Mahila College, Malegaon Camp.

7. Department of Chemistry M/s. Sumangal Agro Industries, Belgaon, Tal- Malegaon (Nashik)

# MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA, MALEGAON CAMP, DIST- NASHIK

&

M/s. SUMANGAL AGRO INDUSTRIES, BELGAON, TAL-MALEGAON (NASHIK)

FOR

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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the 1" December Two Thousand and Twenty One (01/12/2021), by and between

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik) and represented herein by its Head, Mr. Vinay Kunwar. Director (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya,

  Malegaon Camp, Dist. Nashik
  - 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.
  - Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
  - E) M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik) the Second Party is engaged in Business, in the field of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
  - F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLO

### 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Visits: Industry and Institution interaction will give an insight in to the latest developments / 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 various 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and ready for the industrial job will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein. There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will 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 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 M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik) the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik) 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

It is expressly agreed that First Party and Second Party are acting under this MoU as 5.1 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

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution Mahilaratna Mahila Mahavidyalaya, Malegaon Camp

(

Pushpatai Hiray Arts Science and Commerce For Name of Company M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik)

Authorized Signatory

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: M/s. Sumangal Agro Industries, Belgaon, Tal-Malegaon (Nashik
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: "Shiv-Tirth". Gat No.137/2, Near Ravalgaon Fata. Belgaon- Ravalgaon Road, Tal-Malegaon (Nashik)
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details : 9921404111/902352969
E-mails : prinsphmcollege@gmail.com  Web : www.sphcollege.com	E-mail: sumangalgroups123@gmail.com

Vice Principal S. P. H. Maffita Walkavidyalaya Malegaon Camp Dist, Nashik

> Dr. CO-ORDINATORISE (IQAC Continuor)
> SPH Mahila Mahavidyalaya Malegaon Camp, Dist. Nashiir

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

> Smt. BharaHead Shewale (HPLERT OP DE BRAHSERY) S. P. H Mahila College, Maregaon Camp.

8. Department of Commerce India First Robotics, Innovation & Research LLP, Pune.

### MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

# MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

INDIA FIRST ROBOTICS, INNOVATION & RESEARCH LLP, PUNE

FOR

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

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the 05<sup>th</sup> August – Two Thousand and Twenty One (05/08/2021), by and between

<u>Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik</u> represented herein by its (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

<u>INDIA FIRST ROBOTICS, INNOVATION & RESEARCH LLP, PUNE</u> and represented herein by its Head, Mr. Vinay Kunwar, Director (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik

- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) <u>INDIA FIRST ROBOTICS INNOVATION & RESEARCH LLP, PUNE</u> the Second Party is engaged in Business, in the field of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLO

### 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 upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of School Academics, Information Technology, Vocational Education, Soft Skills Training & Technical Education and Entrepreneurship.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of

- the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein. There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray. Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will 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 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 <u>INDIA FIRST ROBOTICS INNOVATION & RESEARCH</u>

  <u>LLP, PUNE</u> the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>INDIA FIRST ROBOTICS INNOVATION & RESEARCH</u>

  <u>LLP, PUNE</u> 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

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 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. 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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp

For IndiaFIRST® Robotics Innvoation and Research LLP

> Vivoy Jemus 2 Authorized Signatory



Authorized Signatory PRESCIPAL M.P.H. Mahila Mahavid Malegaon Camp 423 105 (Nos...v)

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: <u>India First</u> <u>Robotics Innovation &amp; Research</u> <u>LLP, Pune</u>
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: 15, Sujit Complex, Dhayari, Pune-411041
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details: 8446767555
E-mails : prinsphmcollege@gmail.com  Web : www.sphcollege.com	Web: www.indiafirstrobotics.com

Witness 1: (Dr. D. Gr. Jadhar)

(pr. D.K. Borse)

Dr. V. T. Ramavat)

9. Department of Commerce MGV's KBH Junior College L.V.H. Marg, Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&
MGV's, KBH JUNIOR COLLEGE
LVH MARG, MALEGAON

#### FOR

# SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, HIGHER EDUCATION AND RELATED SERVICES

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 16<sup>st</sup> December – Two Thousand and Twenty One (16/12/2021), for One Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

<u>MGV's,K.B.H. JUNIOR COLLEGE MALEGAON</u>, and Department of Commerce represented herein by its Principal, Malegaon, Mr.Patil P.G. (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Department of Commerce, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and
  Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,
- 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 Higher education Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) MGV's, KBH JUNIOR COLLEGE, L.V.H. MALEGAON, the Second Party is engaged in Education, in the field of Accounting, Information Technology, Banking transactions Vocational Education, Soft Skills Training & make them ready for job, the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.4 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the commerce sector and in house requirements.
- 2.5 **Higher Education:** Second Party will actively engage to help to provide the admissions for higher education of the First Party into Degree course.

#### AGREED:

For Name of Institution

For Name of Firm

Authorized Signatory PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik) Authorized Signatory

Principal
K B H. Vidyalaya & Jr. College
Malegaen Camp Dist. Nasmik

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.Malegaon Camp	Name of Company:  Mr. P.G. Patil  Principal,  MGV's, KBH Junior College  Malegaon.
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: MGV's, KBH Junior College, L.V.H. Marg, Malegaon Pin-423105
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 02554- 254201
E-mails:  prinsphmcollege@gmail.com  Web: www.sphcollege.com	Email Id- kbhvjrc@gmail.com

Witness 1: (Dr. D.G. Jadhav)

(Dr. D. K. Borse)

( Dr.D.A. Pawar)

Witness 4:

(Dr. V. T. Ramavat)

10. Department of Commerce Surana Gruh Udyog Tehra Phata, Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

## BETWEEN

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

## SURANA GRUH UDYOG, MALEGAON

## FOR

## SKILL DEVELOPMENT, OUTCOME BASED TRAININGS

## PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 18<sup>th</sup> December – Two Thousand and Twenty One (18//12/21), for One Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (hereinafte referred as 'First Party', the institution which expression, unless excluded by or repugnan to the subject or context shall include its successors -in-office, administrators and assigns).

AND

<u>SURANA GRUH UDYOG, MALEGAON</u>, and represented herein by its Proprietor, Malegaon Mr.Varun Rajendra Surana (hereinafter referred to as "Second Party", company whicl expression, unless excluded by or repugnant to the subject or context shall include it 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 Higher Educational Institution named:

\*Department of Commerce, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Sk Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advanci their mutual interests.
- E) SURANA GRUH UDYOG, MALEGAON, the Second Party is engaged in banki Business, in the field of Manufacturer & Production of Kejal brand the best qual Spices & all types of instant Mix Aata etc. and Entrepreneurship, the Second Party promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science a. Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliat college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the indust concerned with whom the MoU is sworn.

## 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 establi channels of communication and co-operation that will promote and advance the respective operations within the **Institution** and its related wings. The Parties sh keep each other informed of potential opportunities and shall share all information the may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of t intellectual capabilities of the faculty of First Party providing significant inputs them in developing suitable teaching / training systems, keeping in mind the needs the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties sh cooperate with each other and shall, as promptly as is reasonably practical, enter ir all relevant agreements, deeds and documents (the 'Definitive Documents') as may required to give effect to the actions contemplated in terms of this MoU. The term Definitive Documents shall be mutually decided between the Parties. Along with t Definitive Documents, this MoU shall represent the entire understanding as to t 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 u gradation, innovation and competitiveness of an industry. Both parties believe the close co-operation between the two would be of major benefit to the stude community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party teaching / training methodology and suitably customize the curriculum so that t students fit into the industrial scenario meaningfully.
- 2.3 Field Visits: Surana Gruh Udyog interaction will give an insight in to t manufacturing unit visit; the Second Party to permit the Faculty and Students of t First Party to visit its industry and also involve in Marketing Programs for the Fi

AGREED:

For Name of Institution

For Name of Firm

Authorized Signatory

Surana Gruh Udyog Authorized Signatory

PRINCIPAL

Among Proprietor

- Burava

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.Malegaon Camp

Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik) Contact Details: 02554 250827 Mob. 9011027604

E-mails: prinsphmcollege@gmail.com Web: www.sphcollege.com

Name of Company: Mr. Varun Rajendra Surana Proprietor, Surana Gruh Udyog,

Malegaon. Address: Surana Gruh Udyog Tehra Phata Malegaon

Contact Detail:8087130097

Witness 1:

(Dr. D.G. Jadhar)

Witness 3:
(Dr. D.K. Borse)

Witness 2:
(Dr. D.A. Pawar)

CDY.V.T. Ramavat

## 11. Department of Commerce

Nakoda Industries, B/2, Chandanpuri Shiwar, Malegaon Dist Nashik

## MEMORANDUM OF UNDERSTANDING (MOU)

#### **BETWEEN**

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

## NAKODA INDUSTRIES, MALEGAON

## FOR

## SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

## PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 21<sup>st</sup> December – Two Thousand and Twenty One (21/12/2021), for One Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

<u>NAKODA INDUSTRIES</u>, <u>MALEGAON</u>, and represented herein by its Branch Manager, Malegaon, Mr.Vallabh M.Vyavhare (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Departnment of Commerce, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and

  Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) NAKODA INDUSTRIES, MALEGAON, the Second Party is engaged in banking Business, in the field of Manufacturer of the best quality Cotton Bag, Canvas Bag, etc. and Entrepreneurship, the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Training & Visits: Manufacturing Industry interaction will give an insight in to the latest developments/ requirements of the Training; the Second Party to permit the Faculty and Students of the First Party to visit its idustry and also involve in in manufacturing company for the First Party. The production process and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career as well as Entrepreneur Development. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Banking sector
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends in banking sector and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the firm requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Training to Students: Second Party will actively engage to help the delivery of the training to students of the First Party into internships/jobs; start own venture.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>01 Year</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>NAKODA INDUSTRIES</u>, <u>MALEGAON</u> 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 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.

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 Malegaon Dist. Nashik.

## AGREED:

For Name of Institution

Sen

For Name of Firm

Authorized Signatory

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)

A.T.C. A.	
Anthorized Signator	У
13/ a VIA	
Enlengan	
AUTHO	
ALEGAD	

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.Malegaon Camp	Name of Company:  Mr.Shreyans Ostawal  Proprietor,  Nakoda Textile Industries,  Malegaon.
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Nakoda Textile, B/2, Chandanpuri Shiwar, Malegaon Dist- Nashik Pin- 423212
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 8793466696
E-mails:  prinsphmcollege@gmail.com  Web: www.sphcollege.com	Email: nakodaagropipe@gmail.com

Witness 1:

(Dr. D.G. Jadhav)

Witness 3: (Dr. D.K. Borse)

(Dr. D. A. Pawar)

(Dr. V.T. Ramaval)

## 12 Department of Commerce R.D. Mobile Golden Plaza, Near Chatrapati Shivaji Maharaj Putla, Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist-Nashik

&

## RD MOBILE SERVICES, MALEGAON

## FOR

## SKILL DEVELOPMENT, PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this Date **28**<sup>th</sup> **December** – Two Thousand and Twenty One **(28/12/2021)**, **for One Year** by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (hereinafte referred as 'First Party', the institution which expression, unless excluded by or repugnan to the subject or context shall include its successors -in-office, administrators and assigns). AND

**RD MOBILE & SERVICES, MALEGAON**, and represented herein by its Proprietor Malegaon, **Mr.Deva Patil** (hereinafter referred to as "**Second Party**", company whicl expression, unless excluded by or repugnant to the subject or context shall include it 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 Higher Educational Institution named:

Department of Commerce, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and

Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) DEVA PATIL, MALEGAON, the Second Party is engaged in banking Business, in the field of Marketing of the best quality Mobile, provide services and Entrepreneurship, the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Training & Visits: Marketing industry interaction will give an insight in to the latest developments / requirements of the Training; the Second Party to permit the Faculty and Students of the First Party to visit its Showroom and also involve in marketing industry for the First Party. The marketing and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career as well as Entrepreneur Development. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the jo research activities in the fields of marketing.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on t emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends in manufacturing sector a in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party 1 imparting training as per the firm requirement considering the National Occupation Standards in concerned sector, if available.
- 2.8 Training to Students: Second Party will actively engage to help the delivery of t training to students of the First Party into internships/jobs; start own venture.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses whatsoever nature required for offering the Programmes on the terms specified herei There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Ar Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the Fi Party to take up any programme mentioned in the MoU. If there is any financ consideration, it will deal separately.

## CLAUSE 3 INTELLECTUAL PROPERTY

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

#### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutua agreed terms, during which period <u>01 Year</u>, the Second Party, as the case may be, w take effective steps for implementation of this MoU. Any act on the part of <u>R</u> <u>MOBILE SERVICES,MALEGAON</u> the Second Party after termination of this Agreeme by way of communication, correspondence etc., shall not be construed as an extensi of this MoU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In t 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 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.

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,

AGREED:

For Name of Institution

For Name of Firm

Authorized Signatory

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik) Authorized Signatory R D MARKET

Proprietor

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila	Name of Company:  Mr.Deva Patil  Proprietor
Mahavidyalaya.Malegaon Camp	Proprietor, RD Mobile Sale& Services, Malegaon.
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Golden Plaza, Near Chatrapati Shivaji Maharaj Put Malegaon.
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 9823292676
E-mails: prinsphmcollege@gmail.com  Web: www.sphcollege.com	

Witness 1:

Dr. D. G. Jadhar)

Witness 2: (DY. D.A. Paway

Witness 4: (pr. D.K, Borse)

(pr. V.T. Romaval)

## 13. Department of Commerce

Shree Paras Super Market Soygaon, Survey No 8/2A/2, Near M.G. Petrol Pump, Soyagaon Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

# MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

## SHREE PARAS SUPER MARKET MALEGAON

#### FOR

## SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

## PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 31<sup>st</sup> December – Two Thousand and Twenty One (31/12/2021), for Five Years by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

<u>SHREE PARAS SUPER MARKET, MALEGAON</u>, and represented herein by its Partner, Malegaon, Mr.Prashant Nemichand Modi (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Department of Commerce, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and

Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) SHREE PARAS SUPER MARKET, MALEGAON, the Second Party is engaged in banking Business, in the field of Retail Trade, Information Technology, Vocational Education, Soft Skills Training & Placement, and Entrepreneurship, the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Training & Visits: Retail stores interaction will give an insight in to the latest developments / requirements of the Marketing: the Second Party to permit the Faculty and Students of the First Party to visit its mall and also involve in Retail Marketing Programs for the First Party. The Petail transactions and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career as well as Entrepreneur Development. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Retail Trade
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends in Retail Trade and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the firm requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Training to Students: Second Party will actively engage to help the delivery of the training to students of the First Party into internships/jobs; start own venture.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>02 Year</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>SHREE PARAS SUPER MARKET, MALEGAON</u> 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 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.

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 Malegaon Dist. Nashik.

AGREED:

For Name of Institution

For Name of Firm

Authorized Signatory

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashtk) Authorized Signatory

Shree Paras Super Market 8/2, A/2, Behind M. G. Petrol Pump, Soygaon Market Goad, SOYGAON 8275291801, @ 02554-256051

Name of Institution: MGV's, Mahilaretna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya. Melegaoa. Jamp  Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Name of Company:  Mr. Prashant Nemichand Modi  Partner.  Shree Paras super Malt, Malegaon.  Address: Survey No.8/2A/2, Near M.G. Petrol Pump, Soygaon  Malegaon Dist- Nashik  Pin-423203
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 9422756791
E-mails:  prinsphmcollege@gmail.com  Web: www.sphcollege.com	

(Dr. D.G. Jadhav)

(Dr. D.K. Borse)

14. Department of English KBH Law College, Malegaon Camp

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1<sup>st</sup> day of January 2021 and it is valid up to 31<sup>st</sup> December 2026 (5 Years)

## BETWEEN

Principal & Head, Department of English, MGV's, S.P.H. Arts, Science and Commerce College, Malegaon Camp (First Party)

#### AND

Principal, MGV's Karmaveer Bhausaheb Hiray Law College, Loknete Vyankatrao Hiray Marg, Malegaon Camp (Second Party)

## BACKGROUND

- A. Each of the Party owns and operates facilities for the provision of
  - 1. Student and Faculty exchange
  - 2. Research Project Guidance
  - 3. Sharing Library Resources
  - 4. Legal Aid Clinic Camp
  - 5. Collaborative participation in Extension activities
- B. The Parties currently have an arrangement with each other with respect to the training, borrowing, and making awareness 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 "Literary, Linguistic and Legal Services to the Students and Society Stakeholders".
- D. The Parties 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 Parties agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them. The Parties 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

- The Background set out above forms part of this Memorandum 1.1.1 and the Party agree that the Background is true and accurate.
- Unless the contrary intention appears: 1.1.2
  - Words noting the singular shall include the plural and 1.1.2.1 vice versa.
  - Reference to any gender shall include every other 1.1.2.2 gender and words denoting individuals shall include corporations and vice versa.
  - Reference to any Act of Parliament, statute or 1.1.2.3 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

- The term of this Memorandum shall be five (5) years commencing on 2.1 01/01/2021 and expiring on the 31/12/2026, unless otherwise agreed or extended by the Party in writing.
- The term shall be reviewed by the Party not more than twelve (12) 2.2 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.

#### The Party Obligations 4.

The Parties agree that each of them shall have the following obligations in respect of literary, linguistic and legal Services to the Students and Societies Stakeholder.

#### 4.1 Second Party (Administer)

On behalf of the Other Member Councils, the Second party agrees;

#### 411 Administration

- to administer the work in accordance with this 4.1.1.1 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

- 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:	Sign & Seal	
Name: Dr. Ujjwala Shivaji Deore Principal	PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)	STORES OF THE PERSON NAMED IN
Name: Dr. Bharati Sukhlal Khairnar Head, Department of English/Representative of Concern Project/MOU	HEAD Dept. of English S.P.H.Mahila Mahavidyalaya, Malegaon Camp (Nasik)	

COUNCII accordance	AL of the Second Party L was hereunto affixed in with its Constitution and by ty of its directors:  Dr. Ashok Kumar Pamedi Principal	PRINCIPAL  K. B.H. Law College  Malegaon Camp (Nasik)
Name:	Assist. Prof. V.V. Ahiwale NAAC Coordinator	Cali

15. Department of English Friends Computer, Malegaon

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made on the 1<sup>st</sup> day of January 2021 and it is valid up to 31<sup>st</sup> December 2026 (5 Years)

#### BETWEEN

Principal & Head, Department of English, MGV's S.P.H. Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik (First Party)

#### AND

The Director, Friends Computer Institute, Bhavani Chauk, Malegaon, Dist. Nashik (Second Party)

## **BACKGROUND**

- A. Each of the Party owns and operates facilities for the provision of
  - 1. Student and Faculty exchange
  - 2. Language Learning Activities
  - 3. Computer Training Camp
  - 4. Sharing Library Resources
  - 5. Collaborative Participation in MS OFFICE Training
- B. The Parties currently have an arrangement with each other with respect to the training, borrowing, and making awareness 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, "Linguistic and Computer Services to the Students and Society Stakeholders".
- D. The Parties 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 Parties agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them. The Parties 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

- The Background set out above forms part of this Memorandum 1.1.1 and the Party agree that the Background is true and accurate.
- Unless the contrary intention appears: 1.1.2
  - Words noting the singular shall include the plural and 1.1.2.1
  - Reference to any gender shall include every other 1.1.2.2 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 01/01/2021 and expiring on the 31/12/2026, unless otherwise agreed or extended by the Party in writing.
- The term shall be reviewed by the Party not more than twelve (12) 2.2 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.

#### The Party Obligations 4.

- The Parties agree that each of them shall have the following obligations in E. respect of linguistic and computer Services to the Students and Societies Stakeholder.
  - 4.1 Second Party (Administer)

On behalf of the Other Member Councils, the Second party agrees;

## Administration

- to administer the work in accordance with this 4.1.1.1 Memorandum and the Operating Guidelines; and
- to be accountable to the Other Party in a manner 4.1.1.2 determined for the administration of the MOU and the facilitation of the MOU;

#### 4.1.2 **Finances**

3

- 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.
- 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.



Liability

The Second Party shall indemnify and keep indemnified the other Party against all actions, costs, claims, damages, charges in respect of injury, 6.1 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

## **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: Dr. Ujjwala Shivaji Deore Principal	RRINCIPAL  A.M. Mahila Mahavidyalaya  Ralegaon Camp · 423 105	Walkand Co.
Name: Dr. Bharati Suklal Khairnar Head, Department of English/Representative of Concern Project/MOU	HEAD  Dept. of English  S.P.H.Mahila Mahavidyalaya,  Malegaon Camp (Nasik)	Malegon avida

THE SEAL of the Second Party	Sign & Seal
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:	Friends Computer Institute
Name: Mr. Mahesh Vijay Jadhav Director	Malegaon Dist. Nashik 423 203 Reg.No. CAT/03/043
Name: Jagannath Vijay Jadhav Coordinator	Friends Computer Institute Malegaon Dist. Nashik 423 203 Reg.No. CAT/03/043
******	No. 13 augaun

## 16. Department of Hindi Bank of Maharashtra, Malegaon

#### 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

#### 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.
- 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 earrying 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.

3

## **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:	Sign & Scal
Name:	MANUEL OS 09
Name: Head/Representative of Concern Project/MOU	And the same of th

THE SEAL of the Second Party
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:

Name:

PRINCIPAL
S.P.H. Mahila Mahavidyalaya
Malegaon Camp 423 105 (Nashik)

Name:

Head, Department of Hindi.

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

प्रमुख मराठी विभाग श्रीमती पुष्प.ताई हिरे महिला महाविश्वालय भालेगांव कंग्य – ४२३ १०५ (नारिक)

## 17. Department of History

Camp Sarvajanik Vachanalaya, Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA Malegaon Camp, Dist- Nashik

## & CAMP SARVJANIK VACHANALAY,MALEGAON

#### FOR

## SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

## PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 1January 2021 to31 December 2025–(5 Year)

MGV's, MahilaratnaPushpataiHiray Arts, Science and Commerce MahilaMahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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

CAMP SARVJANIK VACHANALAY, and represented herein by its Head, Mr.VinoadGorvadkar (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Department of History, MGV's, MahilaratnaPushpataiHiray Arts, Science and Commerce
  MahilaMahavidyalaya, Malegaon Camp, Dist. Nashik,
- 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.
- D)Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual
- E) CAMP SARVJANIK VACHANALAYMalegaon, DistNashik, the Second Party is engaged in the field of Research & Development, Archaeology and archivalstudies. the Second Party is promoted by Principal. MGV's, MahilaratnaPushpatailliray Arts, Science and Commerce MahilaMahavidyalaya, Malegaon Camp, Dist. Nashikan affiliated college of SavitribaiPhule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## 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 Historical development. 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Field Visits: A degree in history provides you with a set of transferable skills that are applicable to a wide range of careers such as law, publishing, journalism and the media, museums, librarianship and archive work, teaching, advertising, work in the development sector, global charity work etc. The Second Party to permit the Faculty and Students of the First Party to visit its. The institute and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career. The Second Party will provide its assistance for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of History.
- 2.5 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the historical development and in house requirements.
- 2.6 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the firm requirement considering the National Occupational Standards in concerned sector, if available.

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- 2.7 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and job opportunities to students of the First Party into internships/jobs and will facilitate placements for at least 05% of the students.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

  There is no financial commitment on the part of the MahilaratnaPushpataiHiray Arts. Science and Commerce MahilaMahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

## CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 5 Year, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of CAMP SARVJANIK VACHANALAYMalegaon, DistNashik 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 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.

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 Malegaon Dist. Nashik.



AGREED:

For Name of Institution

For Name of Firm

साप्ताहिक नगास

Authorized Signatory

**Authorized Signatory** 

PRINCIPAL

- 1. H. Mahila Mahavidyalaya Malegaon Camp - 423 105 हॉ. विनोद गोविंदराव गोरवाडकर ८५२, गोरवाडकर वाडा, मालेगांव कॅम्प जि. नाशिक मो. 9423477273

Name of Institution: MGV's, MahilaratnaPushpataiHiray Arts Science and Commerce MahilaMahavidyalaya Malegaon Camp	Name of Company: Mr.Vinoad Gorvadkar Camp Sarvjanik Vachanalay
Address :LokneteVyankatraoHirayMarg, Malegaon Camp. (Nashik)	Address:- Camp SarvjanikVachanalayMalegaon,DistNashik
Contact Details: 02554 250827 Mob. 9011027604	Contact Details:- 9588440114
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	Email:-nagaraweekly@gmail.com

Wasse I:

( PEOF Dr. D.G. Jaulhav)

Witness 3:

( PEST D. 2. Savule)

( Date for Day Do A & Pay

Witness A.

(pzof. J. D. pagaz)

18. Department of Mathematics Mansoora Engineering College Malegaon

## MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

## MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

MAULANA MUKHTAR AHMAD NADVI TECHNICAL CAMPUS, ABDUL ATIF ALI ALSHAYA FACULTY OF ENGINEERING & TECHNOLOGY MALEGAON CAMP, DIST- NASHIK

## **FOR**

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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 27<sup>th</sup> December 2021– Two Thousand and Twenty One(27/12/2021) for One Year. by and between

MG1's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

Maulana Mukhtar Ahmad Nadvi Technical Campus, Abdul Atif Ali Alshaya Faculty Of Engineering & Technology Malegaon Camp, Dist- Nashik and represented herein by its. Principal (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  \*\*Department of Mathematics, Mahilaratna. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik
- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Maulana Mukhtar Ahmad Nadvi Technical Campus, Abdul Atif Ali Alshaya Faculty
  Of Engineering & Technology Malegaon Camp, Dist- Nashik the Second Party is
  engaged in Research and Development, in the field of Hands on Trainings, Skill
  Development, Information Technology, Vocational Education, the Second Party is
  promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce
  Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai
  Phule Pune University. Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

#### CLAUSE 1 CO-OPERATION

- 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.
- 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Field Visits &Training:** Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology: the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the jointresearch activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts. Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Maulana Mukhtar Ahmad Nadvi Technical Campus, Abdul Atif Ali Alshaya Faculty Of Engineering & Technology Malegaon Camp, Dist-Nashik the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Maulana Mukhtar Ahmad Nadvi Technical Campus, Abdul Atif Ali Alshaya Faculty Of Engineering & Technology Malegaon Camp, Dist-Nashik 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

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 the other Party's name in 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 other Party, to pledge the other Party's credit, or to extend credit on behalf of the other 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 Malegaon Dist. Nashik.

#### AGREED:

Institute Code 5411

MANSOORA"
MALEGAON,
Dist. Nashik

For Name of Institution

(Jul)

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik) For Name of Company

Authorized Signatory
PRINCIPAL
MAULANA MUKHTAR AHMAD NADVI TECHNICAL CAMPUS
"MANSOORA", MALEGAON, DISL Nashik

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp

Address : Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)

Contact Details: 02554 250827 Mob.No. 7066031166

E-mails: prinsphmcollege@gmail.com

Web: www.sphcollege.com

Name of Industry : Maulana Mukhtar Ahmad Nadvi Technical Campus, Abdul Atif Ali Alshaya Faculty Of Engineering & Technology Malegaon Camp, Dist-Nashik

Adress: Near manmad Chufully, Girana Bridge, Malegaon -

Contact Details: 9028254541

Dept. of Maths and Stats.
S.P.H. Mahila Mahavidyalaya,
Malegaon Camp (Nasik)

Witness 2:

Witness 4:

19. Department of Mathematics
TATA Institute of Social Sciences, Tuljapur

# MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**

# MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

# TATA INSTITUTE OF SOCIAL SCIENCE, TULJAPUR, DIST. OSMANABAD

**FOR** 

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

# MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on the **January 2022**– Two Thousand and Twenty two **for One Year**, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

Tata Institute of Social Science, Tuljapur Dist. Osmanabad and represented herein by its, Dean (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Department of Mathematics, Mahilaratna. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Tata Institute of Social Science, Tuljapur Dist. Osmanabad the Second Party is engaged in Research and Development, in the field of Hands on Trainings, Skill Development, Information Technology. Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

#### 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Field Visits & Training:** Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology: the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help thedelivery of the training and placement of students of the First Party into internships/jobs: and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Tata Institute of Social Science**, **Tuljapur Dist.**Osmanabad the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Tata Institute of Social Science**, **Tuljapur Dist.** Osmanabad 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 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

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution

PRINCIPAL

S.P.H.\ (Malaitázed Skydvalay) Malegaon Camp-423 105 (Nashik), For Name of Company

Authorized Signatory

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: Tata Institute of Social Science, Tuljapur
Address : Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Tata Institute Of Social Science Road, Off, Apsinga Rd, near Vridhyashram, Tuljapur, Maharashtra 413601
Contact Details: 02554 250827 Mob.No. 7066031166	Contact Details: 092701 05222 Mobile +91-9923990261, 9403364600.
E-mails : prinsphmcollege@gmail.com	Email:: gunvant.birajdar@tiss.edu
Web: www.sphcollege.com	Web:https://tiss.edu/view/15/tuljapur- campus/

Witness 1:

Witness 2:

Witness 3: 9

Witness 4:

Dept. of Maths and Stats.

S.P.H. Mahila Mahavidyalaya, Malegaon Camp (Nasik)

#### 20. Department of Politic

#### Panchavat Samiti Malegaon

### 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

Block Development Officer, Panchayat Samiti, Malegaon Tahsil, Maharashtra

#### AND

Principal & Head Department of Political Science, 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. Political framework of Panchayat Samiti
  - 2. Student and Faculty exchange
  - 3. How to run house of Panchayat Samiti
  - 4. Implementation of various Government Scheme
  - 5. Exchange of various political/Governmental services and schemes 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.
  - Each of the Party agrees that the MOU shall be collectively known as "Exchange of various political/Governmental services and schemes to the Public, Students and Faculty
- C. 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:

2

# 1.1 Interpretation

- 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

- 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 political/Governmental services and schemes to the Public, Students and Faculty

#### D. 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

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:	Sign & Seal
Name: Jitendra R. Doce  Block Development Officer, Panchayat Samiti, Malegaon Tahsil, Maharashtra	गट किस्टेंस अधिकारी (उ.थे.) प्रयायत समिती, मालेगांव
Name:	The state of the s
a pile sile s	

THE SEAL of the Second Party
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:

Name: Dr. Say Univala Deore
Principal

Name: Part. A.H. Shinde
Head Department of Political Science

Party
Sign & Seal

White Seal

PRINCIPAL
S.P.H. Mahila Mahavidyalaya
Malegaon Camp-423 105 (Nashik)

21. Department of Zoology Bhausar Laboratory Malegaon camp

## MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

# MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

# BHAUSAR LABORATORY DR. DILIP G. BHAVSAR (M.D. PATHOLOGIST)

Malegaon Camp, Nashik

### **FOR**

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

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 15th December 2021- (15/12/2021) for One Year, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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).

BHAVSAR LABORATORY, MALEGAON CAMP and represented herein by its Head, Dr. Dilip Bhavsar, Consulting Pathologist (hereinafter referred to as "Second Party", company 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:

- First Party is a Higher Educational Institution named: A) Department of Zoology, Mahilaratna. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,
- First Party & Second Party believe that collaboration and co-operation between themselves will B) promote more effective use of each of their resources, and provide each of them with enhanced

The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based C)

Training, Education and Research.

- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their D) mutual interests.
- BHAVSAR LABORATORY, MALEGAON CAMP the Second Party is engaged in Research E) and Development, in the field of Pathology Laboratory, General Pathology, Various Tests, Hands on Trainings, Skill Development, Information Technology, Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

### NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

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

Both Parties are united by common interests and objectives, and they shall establish channels of 1.1 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.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual 1.2 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

The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate 1.3 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Field Visits & Training: Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology; the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help thedelivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>BHAVSAR LABORATORY MALEGAON CAMP</u> the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>BHAVSAR LABORATORY MALEGAON CAMP</u> 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 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.

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

Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution

Authorized Signatory
PRINCIPAL

S.P.H.Mahila Mahavidyalaya Malegaon Camp - 423 105 For Name of Company

Authorized Signatory

Or. Dilip G. Bhavsar, M.D.(Path)

Consulting Pathologist

Bhavsar Laboratory,50, Tipre Colony

Name of Institution: Mahilaratna Pushpatai
Hiray Arts Science and Commerce Mahila
Mahavidyalaya, Malegaon Camp

Address: Loknete Vyankatrao Hiray Marg,
Malegaon Camp. (Nashik)

Contact Details: 02554 250827

Mob.No. 9011027604

Address: 50, Tipre Colony, Near Dena
Bank, Camp Road, Malegaon Camp

Contact Details: 02554 252731

Witness 1: Department of Zoology
Smt. Pushpatal Hiray Mahila
Manayidyalaya Malegaon Camp a Milia

E-mails: prinsphmcollege@gmail.com

Web: www.sphcollege.com

Vice Principal
S. P. H. Mahila Mahavidyalaya
Malegaon Camp 423105 (Nashik)

Witness 3: A. Sortaleke

smt. S.J. Salunke

#### 22. Department of Zoology

Aditya Clinical Diagnostic Center, Malegaon

#### MEMORANDUM OF UNDERSTANDING (MOU)

#### BETWEEN

### MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist- Nashik

&

Aditya Clinical Diagnostic Center (Shailesh Jain)

#### FOR

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

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 10<sup>th</sup> August 2021– Two Thousand and Twenty One(10/08/2021) for One Year, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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).

ADITYA CLINICAL DIAGNOSTIC CENTER, MALEGAON CAMP and represented herein by its Head, Mr. Shailesh Jain, Director (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Department of Zoology, Mahilaratna. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,

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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) ADITYA CLINICAL DIAGNOSTIC CENTER, MALEGAON CAMP the Second Party is engaged in Research and Development, in the field of Pathology Laboratory, General Pathology, Various Tests, Hands on Trainings, Skill Development, Information Technology, Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

#### CLAUSE 1 CO-OPERATION

- 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Field Visits &Training: Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology; the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the jointresearch activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help thedelivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 ADITYA CLINICAL DIAGNOSTIC CENTER, MALEGAON CAMP the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of ADITYA CLINICAL DIAGNOSTIC CENTER, MALEGAON CAMP 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 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.

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 Malegaon Dist. Nashik.

23. Department of Zoology Pragati Clinical Laboratory, Malegaon

# MEMORANDUM OF UNDERSTANDING (MOU)

#### BETWEEN

# SMT. PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA

Malegaon Camp, Dist-Nashik

&

Pragati Clinical Laboratory (Mrs. Anita Bhaurao Deore)

FOR

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

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the August 2021- Two Thousand and Twenty One (10/08/2021) for One Year, by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its(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

PRAGATI CLINICAL LABORATORY, SOYGAON, MALEGAON CAMP and represented herein by its Head, Mrs. Anita Bhaurao Deore, Director (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:
  - Department of Zoology, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) PRAGATI CLINICAL LABORATORY, SOYGAON, MALEGAON CAMP the Second Party is engaged in Research and Development, in the field of Pathology Laboratory, General Pathology, Various Tests, Hands on Trainings, Skill Development, Information Technology, Vocational Education, the Second Party is promoted by Principal, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist-Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

#### 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 Curriculum Design: Second Party will give valuable inputs to the First Party inteaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- Field Visits & Training: Institution interaction will give an insightin to the latest developments / requirements of the research and development in pathology; the Second Party to permit the Faculty and Students of the First Party to visit its pathology and also involve in Clinical Training Programs for the First Party. The clinical 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. The Second Party will provide its Labs / Workshops / Field visit for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the jointresearch activities in the fields of General pathology, Clinical pathology, Information technology, Vocational Education, Skill Based Training & Technical Education.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready for the career.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guestlecturers to the students of the First Party on the technology trends and in health requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of FirstParty for imparting training as per the health requirement considering the National Occupational Standards in concerned sector, if available.
- Placement of Trained Students: Second Party will actively engage to help thedelivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

  There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>PRAGATI CLINICAL LABORATORY SOYGAON</u>, <u>MALEGAON CAMP</u> the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>PRAGATI CLINICAL LABORATORY SOYGAON</u>, <u>MALEGAON CAMP</u> 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

It is expressly agreed that First Party and Second Party are acting under this MoU as 5.1 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.

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 Malegaon

Dist. Nashik.

AGREED:

For Name of Institution

PRINCIPAL S.P.H.Mahila Mahavidyalaya Authorized Signatory 105

For Name of Company

PRAAuthorized Signatory ATORY Satana Naka, Soygaon, Malegaon Dist. Nashik Mob. 8379039096

Name of Institution: Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya, Malegaon Camp	Name of Industry: Pragati Clinical Laboratory, Malegaon Camp
Address :Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Adress: Satana Naka, Soygaon, Malegaon Camp -423105 Dist. Nashik
Contact Details: 02554 250827 Mob.No. 9011027604	Contact Details: 8379039096, 9823020434
E-mails : prinsphmcollege@gmail.com Web : www.sphcollege.com	

Witness 1 HEAD repartment of Zoology

Pushpatai Hiray Mahila wa Malegaon Camp 42310

Witness 3: Momin Zaki Anner

Witness 2: Vice Principal

S. P. H. Mahila Mahavidyalaya Malegaon Camp 423105 (Nashik)

Witness 4: Hadakte

24. Department of Zoology Kakani Junior College, Malegaon

### MEMORANDUM OF UNDERSTANDING (MOU)

#### BETWEEN

### MGV's, MAHILARATNA PUSHPATAI HIRAY ARTS, SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA Malegaon Camp, Dist- Nashik

# & KAI. RA. K. KAKANI JUNIOR COLLEGE, KILLA MALEGAON

#### FOR

### SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

# PLACEMENT, ENTERPRENEURSHIP DEVELOPMENT AND RELATED SERVICES

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Date 15<sup>th</sup> October – Two Thousand and Twenty One (15/12/2021), for Five Year by and between

MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

KAI. R. K. KAKANI JUNIOR COLLEGE, KILLA, MALEGAON. and represented herein by its Head, Prin.T.G.Mandawade (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

  Department of Physical Education & Sports, MGV's, Mahilaratna Pushpatai Hiray Arts,

  Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik,
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) KAI. R. K. KAKANI JUNIOR COLLEGE, KILLA, MALEGAON, the Second Party is engaged in the field of Research & Development in sports, academic achievement is maintained or enhanced by increased physical education & Perceptual skills. the Second Party is promoted by Principal, MGV's, Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the institution concerned with whom the MoU is sworn.

# 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 institution, 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 Physical education & Sports. 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the institution scenario meaningfully.
- 2.3 Field Visits: A degree in physical education & sports provides you with a set of transferable skills that are applicable to a wide range of careers such as Physical education being one of the dynamic fields provides numerous opportunities for diverse career options. There are various careers to choose in the field of physical education like being a teacher, coach, sports manager etc. The Second Party to permit the Faculty and Students of the First Party to visit its junior college. The institute and exposure provided to students through this association will build confidence and prepare the students to have an academic to working career as well as Sportsman. The First Party will provide its assistance for the hands-on training of the learners enrolled with the Second Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research & Development activities in the fields of Physical education and Sports.
- 2.5 **Skill Development Programs:** First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them ready for the job.
- 2.6 **Guest Lectures:** First Party to extend the necessary support to deliver guest lecturers to the students of the Second Party on the Sports development and in house requirements.
- 2.7 Faculty Development Programs: First Party to train the Students of Second Party for imparting training as per the institutional requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Mahilaratna Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will deal separately.

# CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 <u>05 Year</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>KAI. R. K. KAKANI JUNIOR COLLEGE, KILLA, MALEGAON</u>, 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 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.

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 Malegaon Dist. Nashik.

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AGREED:

For Name of Institution

For Name of Firm

Authorized Signatory

M.P.H. Mahila Mahasishvalaya Malegaon Camp-423 105 (traciik) Authorized Signatory

Principal
Late Shri R. K. Kakani Jr. College
of Arts', Commerce & Science
Fort, Malegaon (Nasik)

Name of Institution: MGV's, Mahilaratna Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya	Name of Company: <u>Prin. T.G. Mandawade</u> <u>KAI. R. K. KAKANI JUNIOR</u> <u>COLLEGE, KILLA, MALEGAON.</u>
Malegaon Camp Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address : Killa , Malegaon Pin- 423203
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 9860923379
E-mails:     prinsphmcollege@gmail.com     Web: www.sphcollege.com	

Witness 1: Vice Prin. Dr. D. G. Tadhav Dr. D. A. Pawas (Academic Coordinator

Witness 3: JOHANU V. JADHAV

(Director of phy. edu & sports)

Yennawaz SL)

# 25. Department of Sport Yog Vidya Dham, Malegaon

#### 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 (5 Years)

#### BETWEEN

Director, Yog Vidhya Dham, Malegaon Camp, Malegaon. Email khairnarsports@gmail.com. (First Party)

#### AND

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

#### BACKGROUND

This Memorandum of Understanding shall provide the framework within which detailed proposals for programmes of cooperation between the Parties in the fields of physical education and sports for development and excellence are to be jointly considered on the basis of reciprocity and mutual benefit.

The parties shall endeavour to encourage and facilitate, as appropriate, the advancement of linkages and cooperation between and through the agencies that pertain to the fields of sports and shall endeavour to conclude such arrangements, for the conducting of cooperative activities and programmes in these fields.

- A. Each of the Party owns and operates facilities for the provision of
  - 1. Awareness of Physical Education and sports.
  - 2. Develop Strength training and physical fitness of particular events.
  - 3. Training and Competition of all athletes and athletic teams.
  - 4. Training and technical assistance for coaches.
  - 5. Exchange programmes and visit of yoga leaders, sports administrators, professionals, technicians and sports support industries.
- 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.

Each of the Party agree that the Network shall be collectively known as "Training and Competition of athletes and athletic teams"

C. 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 PARTY 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

- 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 "Training and Competition of all yoga athletes and athletic teams"

#### 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 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;

#### All Member Councils 4.2

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.

- The Committee shall at its first meeting (and annually thereafter) 4.2.2 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.
- In the event that the appointed Chairperson is absent from a Committee 4.2.3 meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

#### **Operational Guidelines**

- Upon execution of this Memorandum, the Chief Executive Officer or delegate 5.1 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.
- Notwithstanding the provisions of this Memorandum, the Party agree that the 5.2 Operational Guidelines shall be the operative document that facilitates the operational management of the MOU.
- The Party shall delegate to their respective Chief Executive Officers such 5.3 powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- The Parties agree to negotiate and cooperate with each other at all times and to 5.4 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.

#### Liability 6.

The Second Party shall indemnify and keep indemnified the other Party against 6.1 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;

### 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:  प्रा. निजीन खेरनार Name: योगीपचार व निस्मिगांदावा	
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:  प्रा. निहीन खेरनार  Name:  योगोपचार व निस्स Principal	
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:  प्रा. निहीन खेरनार  Name:  योगोपयार व निस्स्मिगाटांग्वी	
accordance with its Constitution and by the authority of its directors:  प्रा. निहीन खेरनार  Name:  योगीपचार व निसंग्रिगांपांचनं	
Name: योगोपचार व निसम्Principal	
Name: योगोपचार व निसम्Principal	
Name: योगोपचार व निसम्Principal	
Name: योगोपचार व निसमिशांncipal	
योगोपचार व निसरिपाcipal	
योगोपचार व निसरिपाcipal	
योगोपचार व निस्तरिपाट्टांpa	
योग जिला समा प्रतिकार मान	
रागावया वान, शायनाव	
Name: khairnar N.P.	
Representative of Concern MOU	
THE SEAL of the Second Party Seal & Signature	
COUNCIL was hereunto affixed in	
accordance with its Constitution and by	
the authority of its directors:	
/11ml _	
Name:	
Principal	
PRINCIPAL	
S.P.H. Mahila Mahavinyalaya	
Malegaon Camp-423 105 (Rashik)	

Name:
Head Bypactal Mindel by sical
S.P.H.Mahija Mallon dyak Brts
Malogaon Camp 123 105

### 26. Department of Commerce

Vivek Rathi TIN Facilitation Center and Digital Signatures, Malegaon

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 23th June – Two Thousand and Twenty (23/06/2020), by and between

<u>Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp.</u>
<u>Dist. Nashik</u> represented herein by its (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

<u>VIVEK RATHI TIN FC CENTER AND DIGITAL SIGNATURES, Malegaon Camp. Dist. Nashik,</u> and represented herein by its Head, Mr Vivek Rathi, (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

# Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik

- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) <u>VIVEK RATHI TIN FC CENTER AND DIGITAL SIGNATURES, Malegaon Camp. Dist.</u> Nashik,, the Second Party is engaged in Business, Manufacturing, Skill Development.
- Education and R&D Services in the fields of GST Accountant, the Second Party is promoted by Principal, Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH

#### 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of GST Accounting
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will

who were

facilitate placements for at least 30% of the students.

2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein. There is no financial commitment on the part of the Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will 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 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 <u>VIVEK RATHI TIN FC CENTER AND DIGITAL SIGNATURES. Malegaon Camp. Dist. Nashik</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>VIVEK RATHI TIN FC CENTER AND DIGITAL SIGNATURES. Malegaon Camp. Dist. Nashik</u>, 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 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.

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 Malegaon Dist. Nashik.

#### AGREED:

For Name of Institution

Authorized Signatory
PRINCIPAL
P.H. Mahila Mahavidyalaya
Malegaon Camp-423 105 (Nashik)

In Facilitation Centre (Manage DL)
Integrate Authorized Signatorimited
TIN-FC CO 23370
179, Tilo! Spa Kanta,
Maler 23 (Nasik)
Ph. Name of Industry
PAN Centre
203370
100 (Nasik)
Ph. Name of Industry

Name of Institution: Smt. Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.	Name of Industry: <u>VIVEK RATHI</u> <u>TIN FC CENTER AND DIGITAL</u> <u>SIGNATURES, Malegaon Camp. Dist.</u> <u>Nashik</u> ,
Address : Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address: Somwar Peth Bhavsar Galli Shop No 1 Near Syndicate Bank Malegaon
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 9423972108
E-mails: prinsphmcollege@gmail.com	E mail:
Web: www.sphcollege.com	Web:

Witness 1: Dr.D.A.Pawar) Dil-G. Janhan

Witness 3:

CYONNALOZ S.L)

#### Criterion 3- Research, Innovations and Extension

#### 27. Department of Marathi

Pragatishil Lekhak Sangh, Malegaon

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1st day of January 2021 and is valid up to 31st December 2026 (5 Years)

#### RETWEEN

Pragatishil Lekhak Sangh Malegaon,

Principal & Head Department of Marathi, MGV's Mahilaratn. Pushpatati 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. Student and Faculty exchange
- 2. Use and Exchange of Library resources.
- 3. Exchange of other library resource and services to the Public, Student 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 resources sharing and the running and maintenance of a shared resources and knowledge.
- C. The Party desire to formalize theirs agreement and understating 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 recognizing that there are no enforceable obligations between them the Party agree to perform their obligation 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 in emention appears:
    - Words nothing 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 regulations enacted or passed in substitution therefore.
    - 1.1.2.4 Heading 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.Objectives

- 2.1 organizing workshops for emerging poets
- 2.2 organizing workshops for emerging writers
- 2.3 Discussion with the Writers about their journey
- 2.4 interactions of the students with the writers

#### 3. Term

- 3.1 The term of this memorandum shall be five (5) years commencing on 01/01/2019 and expiring on the 31/12/2025 unless otherwise agreed or extend by the Party in writing.
- 3.2 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.

#### 4. Negoti..te 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.

#### 5.1 Second Party (Administer)

On behalf of the Other Member Councils. the Second party agress.

#### 5.1.1 Administration

5.1.1.1 To administer the work in accordance with this Memorandum and the Operating Guidelines and
 5.1.1.2 To be accountable to the Other Party in a manner determined for the administration of the MOU ad the facilitation of the MOU.

#### 5.1.2 Finances

- 5.1.2.1 Network Costs and the Administration mandatory to administer (Second Party)
- 5.1.2.2 To prepare with the assistance from the Other me Councils, in accordance with this Memorandum, the budgets for the Network, and
- 5.1.2.3 To meet all at diting requirements for all monies received and paid for in relation to the Network.

#### 5.1.3 Membership of the Committee

- 5.1.3.1 The Chief Executive Officer or delegated officer is a principal and the nominee to the Committee is a Concern Department Head.
- 5.1.3.2 To appoint a representative (Should by a Faculty of Concern Department) from each party.

### 5. Operational Guidelines

6.1 Upon execution of this Memorandum. The Chief Executive Office or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable

#### 6. Liability

6.1 The Second Party shall indemnify and keep indemnified the other against all actions, costs, claims, damages, charges in respect of loss or damage resulting from any negligent act or omission of The 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. v hereunto affixed in accordance with Constitution and by the authority of its directo Name: अन्तिधि विक्रकरिय क्रीबर्क प्रगतिशील लेखक संघ मालेगाव	Sign & Seal
Name: DY: Melnuks P. P.S.  Head Department of Marathi / Representative of Concern project/ MOU	Mery:

THE SEAL of THE Second Party COUNCIL. v hereunto affixed in accordance with Constitution and by the authority of its directo Name: DE. USI CO CO CE Principal	Sign & Seal
Name : Department of Marathi	

# 28. Department of Zoology Dhanashri poultry farm at post Vajirkheda (Dabli Shivar)

MEMORANDUM OF UNDERSTANDING
This Memorandum of Understanding, entered between the Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik - 423105, an educational institute affiliated to the Savitribai Phule Pune University, Pune and offering various educational programmes for undergraduate and post graduate girl students, here in after referred to as party of the FIRST PARTY, and Dhanaship Poutty Farm Shashikan t Veolu Susyausan Shashikan t Veolu Susyausan Shashikan t Veolu Susyausan Shashikan to Dahli Blivay Gal Parilag, Tourneal eguon Dist Nashik is an organization carrying out business of Poutty agree and confirm the following:
1. The Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik - 423105 is conducting the following programme under the University Grants Commission's Community College programme under the National Skills Qualifications Framework, the Certificate / Diploma / Degree Course in POWATH SCIENCE COMMENT OF THE PRESENCE OF THE TRATTY had indicated its desire to enter into an association with. Dhear Calain. Powathy Faxm.  Sheekh Kerry. Negla. Grayala arcs.  At Post. Nessode Test. Dabli. Shixax. Gast. Nessog.  At Post. Nessode Test. Dabli. Shixax. Gast. Nessog.  // SECOND PARTY to provide practical, on the job training facility to its students enrolled in the above referred educational programme, being an essential requirement for the award of the Certificate/Diploma/ Degree Course in Powathy.  of the Savitribai Phule Pune University, Pune and organization/ SECOND PARTY referred to above having agreed to provide the said referred facility to the students subject to the following:  i. The participants would be bonafied students of the college and would, at all times carry the identity card issued by the college and while in the premises of the organization/ second party.  ii. The Organization/ SECOND PARTY would in no way, whatsoever obliged to ofter employment/ service to student any time and it is expressly understood that the training facility provided is part of academic requirement of the programme.

- iii. The Organization/ SECOND PARTY shall not pay any remuneration during the said training schedule and this includes all requirements either towards their work or towards conveyance and any other charges as the students may incur for participating in the programme.
- iv. The students will be according training facility only during the time period allotted for the purpose and students will cease to carry out training after the expiry of this programme.
- v. The College/ FIRST PARTY, and/ or students would at no time claim any compensation from organization/ SECOND PARTY citing any cause and/ or reason whatsoever both during and after the programme.
- vi. The Organization/ SECOND PARTY reserves the right to offer any student employment opportunity, full time or part-time and the college and/ or students will not claim any amounts for providing such employment.
- vii. Students participating in this programme will adher to the rules and regulations of the Organization/ SECOND PARTY and will, engage in any activity derogatory to the interests of the organization.
- viii. Students would not divulge any information that may be given to them as a part of their training. They would not copy, photocopy or take in any other form any such information.
- ix. Students will agree to work on any assignment offered by the organization and will be regular in their attendance.

In case of any dispute arising out of indiscipline by students, the decision of the Organization/ SECOND PARTY will be binding on the college/ FIRST PARTY.

Agree and signed

Shashikan+ suryawaosh

Mo-No- 8390194598 9822411798

धनश्री पोल्ट्री फार्म

Date:

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik) Smt. Pushpatai Hiray,

> Arts, Science & Commerce Mahila Mahavidyalaya, Malegaon Camp.

Date: 22.06.2020

### 29. Department of Zoology Patil Poultry farm, At Post, Kashti

MEMORANDUM OF UNDERSTANDING
This Memorandum of Understanding, entered between the Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik - 423105, an educational institute affiliated to the Savitribai Phule Pune University, Pune and offering various educational programmes for undergraduate and post graduate girl students, here in after referred to as party of the FIRST PARTY, and Mr. Sharad Barikrao Patil Alp Soygaan Group No. 203 Jos. at Post Kosti.  Tal: Malegaon Distaic: Nochik is an organization carrying out business of Powley. How the following:
1. The Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik - 423105 is conducting the following programme under the University Grants Commission's Community College programme under the National Skills Qualifications Framework, the Certificate / Diploma / Degree Course in Powders.
2. The referred College / FIRST PARTY had indicated its desire to enter into an association with MT. Sharad Bariktag Pahil 19/9.  Soygaco  Group No 293/05 Ol Post: Kaship  Tal Malegaon Distric: Nashik.  /SECOND PARTY to provide practical, on the job training facility to its students enrolled in the above referred educational programme, being an essential requirement for the award of the Certificate/Diploma/ Degree Course in Powley Science
of the Savitribai Phule Pune University, Pune and organization/ SECOND PARTY referred to above having agreed to provide the said referred facility to the students subject to the following:  i. The participants would be bonafied students of the college and would, at all times carry the identity card issued by the college and while in the premises of the organization/ second party.
ii. The Organization/ SECOND PARTY would in no way, whatsoever obliged to offer employment/ service to student any time and it is expressly understood that the training facility provided is part of

academic requirement of the programme.

- iii. The Organization/ SECOND PARTY shall not pay any remuneration during the said training schedule and this includes all requirements either towards their work or towards conveyance and any other charges as the students may incur for participating in the programme.
  - iv. The students will be according training facility only during the time period allotted for the purpose and students will cease to carry out training after the expiry of this programme.
  - v. The College/ FIRST PARTY, and/ or students would at no time claim any compensation from organization/ SECOND PARTY citing any cause and/ or reason whatsoever both during and after the programme.
- vi. The Organization/ SECOND PARTY reserves the right to offer any student employment opportunity, full time or part-time and the college and/ or students will not claim any amounts for providing such employment.
- vii. Students participating in this programme will adher to the rules and regulations of the Organization/ SECOND PARTY and will, engage in any activity derogatory to the interests of the organization.
- viii. Students would not divulge any information that may be given to them as a part of their training. They would not copy, photocopy or take in any other form any such information.
- ix. Students will agree to work on any assignment offered by the organization and will be regular in their attendance.

In case of any dispute arising out of indiscipline by students, the decision of the Organization/ SECOND PARTY will be binding on the college/ FIRST PARTY.

Agree and signed

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Majegaon Camp-423 105 (Nashik) Smt. Pushpatai Hiray,

Arts, Science & Commerce Mahila Mahavidyalaya, Malegaon Camp.

Date: 22.06.2020

Date:

# 30. Department of Zoology Bhagirathi Poultry Farm

	MEMORANDUM OF UNDERSTANDING
Arts, Sci - 423108 Pune ar	emorandum of Understanding, entered between the Smt. Pushpatai Hiray ience and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik 5, an educational institute affiliated to the Savitribai Phule Pune University, and offering various educational programmes for undergraduate and post e girl students, here in after referred to as party of the FIRST PARTY, and
	Bhagirathi Poultry Farm Gat No. 32, AJANG E.Mafegaon - 423105 (Naslk) tanization carrying out business of Paultry Farmung
is an org	anization carrying out business of
here in followin	after referred to as party of the SECOND PARTY agree and confirm the
fo Ci	he Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Inhavidyalaya, Malegaon Camp, Dist. Nashik - 423105 is conducting the isolowing programme under the University Grants Commission's community College programme under the National Skills Qualifications ramework.  ertificate/Diploma/Degree Course in Paulty Science
as sti	Bhagirathi Poultry Farm  Gat No. 32 A JANG  Factor of the above referred educational programme, being an isential requirement for the award of the Certificate/Diploma/ Degree ourse in Poultry Science.
P	ARTY referred to above having agreed to provide the said referred facility to be students subject to the following:  The participants would be bonafied students of the college and would, at all times carry the identity card issued by the college and while in the premises of the organization/ second party.  The Organization/ SECOND PARTY would in no way, whatsoever obliged to offer employment/ service to student any time and it is expressly understood that the training facility provided is part of academic requirement of the programme

- The Organization/ SECOND PARTY shall not pay any remuneration during the said training schedule and this includes all requirements either towards their work or towards conveyance and any other charges as the students may incur for participating in the programme.
- iv. The students will be according training facility only during the time period allotted for the purpose and students will cease to carry out training after the expiry of this programme.
- v. The College/ FIRST PARTY, and/ or students would at no time claim any compensation from organization/ SECOND PARTY citing any cause and/ or reason whatsoever both during and after the programme.
- vi. The Organization/ SECOND PARTY reserves the right to offer any student employment opportunity, full time or part-time and the college and/ or students will not claim any amounts for providing such employment.
- vii. Students participating in this programme will adher to the rules and regulations of the Organization/ SECOND PARTY and will, engage in any activity derogatory to the interests of the organization.
- viii. Students would not divulge any information that may be given to them as a part of their training. They would not copy, photocopy or take in any other form any such information.
- ix. Students will agree to work on any assignment offered by the organization and will be regular in their attendance.

In case of any dispute arising out of indiscipline by students, the decision of the Organization/ SECOND PARTY will be binding on the college/ FIRST PARTY.

Agree and signed

PRINCIPAL

S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik) Smt. Pushpatai Hiray,

Arts, Science & Commerce Mahila Mahavidyalaya, Malegaon Camp.

Date: 22.06.2020

Bhagirathi Poultry Farm
No. 32, AJANG
Lugaon - 423105 (Nasik)

For M/s. Bhagirathi Poultry Farm

PROPRIETOR

Date:

Prakash D. Birari

9822625736

# 31. Department of Sports Yog Vidya Dham

#### 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 (5 Years)

#### BETWEEN

Director, Yog Vidhya Dham, Malegaon Camp, Malegaon. Email khairnarsports@gmail.com. (First Party)

#### AND

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

#### BACKGROUND

This Memorandum of Understanding shall provide the framework within which detailed proposals for programmes of cooperation between the Parties in the fields of physical education and sports for development and excellence are to be jointly considered on the basis of reciprocity and mutual benefit.

The parties shall endeavour to encourage and facilitate, as appropriate, the advancement of linkages and cooperation between and through the agencies that pertain to the fields of sports and shall endeavour to conclude such arrangements, for the conducting of cooperative activities and programmes in these fields.

- A. Each of the Party owns and operates facilities for the provision of
  - 1. Awareness of Physical Education and sports.
  - 2. Develop Strength training and physical fitness of particular events.
  - 3. Training and Competition of all athletes and athletic teams.
  - 4. Training and technical assistance for coaches.
  - 5. Exchange programmes and visit of yoga leaders, sports administrators, professionals, technicians and sports support industries.
- 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.

Each of the Party agree that the Network shall be collectively known as "Training and Competition of athletes and athletic teams"

C. 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 PARTY 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 "Training and Competition of all yoga athletes and athletic teams"

#### 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 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 Committee shall at its first meeting (and annually thereafter) 4.2.2 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.

In the event that the appointed Chairperson is absent from a Committee 4.2.3 meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

#### 5. **Operational Guidelines**

- Upon execution of this Memorandum, the Chief Executive Officer or delegate 5.1 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.
- Notwithstanding the provisions of this Memorandum, the Party agree that the 5.2 Operational Guidelines shall be the operative document that facilitates the operational management of the MOU.
- The Party shall delegate to their respective Chief Executive Officers such 5.3 powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- The Parties agree to negotiate and cooperate with each other at all times and to 5.4 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.

#### Liability 6.

The Second Party shall indemnify and keep indemnified the other Party against 6.1 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;

#### Acknowledgement 7.

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.

THE SEAL OFTEN AS A	Memorandum of Understanding
THE SEAL of THE First Party	Scal &Signature
COUNCIL was hereunto affixed in	
accordance with its Constitution and by the authority of its directors:	5 3
the dutionty of its directors:	13/8/2010
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Name:	I I I I I I I I I I I I I I I I I I I
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योग विद्या धाम, सोयगाव	
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Name: khaienas N.P.	
Representative of Concern MOU	
THE SEAL of the Second Party	Seal &Signature
COUNCIL was hereunto affixed in	
accordance with its Constitution and by	
the authority of its directors:	
Jus	
Name: Principal	
PRINCIPAL	
S.P.H. Mahila Mahay	hyalaya
Malegaon Camp-423 105	(Itashik)
yeu -	
Name:	
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#### 32. Department of Commerce

Miss. Vasundhara Deshmukh, Oriflame, Malegaon

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 10th July – Two Thousand and Nineteen (10/07/2019 - ), by and between Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

Miss Vasundhara Deshmukh Oriflame, Malegaon. Dist. Nashik, and represented herein by its Head, Miss Vasundhara Deshmukh, (hereinafter referred to as "Second Party", company 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 Higher Educational Institution named:

Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik

- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) <u>Miss Vasundhara Deshmukh Oriflame, Malegaon. Dist. Nashik.</u>, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of GST Accountant, the Second Party is promoted by Principal, Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of GST Accounting
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein There is no financial commitment on the part of the Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik, the First Party to take up any programme mentioned in the MoU. If there is any

financial consideration, it will 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 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 <u>Miss Vasundhara Deshmukh Oriflame</u>, <u>Malegaon</u>, <u>Dist. Nashik</u>, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of <u>Miss Vasundhara Deshmukh Oriflame</u>, <u>Malegaon</u>, <u>Dist. Nashik</u>, 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 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.

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 Malegaon Dist. Nashik.

AGREED:

For Name of Institution

(Dr. Ujjiwala S. Deore) PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp 423 105 (Nashik) Authorized Signatory For Name of Industry

**Authorized Signatory** 

Name of Institution: Smt. Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.	Name of Industry: <u>Miss</u> <u>Vasundhara Deshmukh Oriflame</u> , <u>Malegaon. Dist. Nashik</u> ,
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik) Contact Details: 02554 250827 Mob. 9011027604	Address: SPO NIKITA 28273 Collector patta Malegaon 423203 Contact Details: 8767009549
E-mails: prinsphmcollege@gmail.com	E mail :
Web: www.sphcollege.com	Web:

(Yonnawazs.v)

DRHadrowe Witness 4: Prf. Deepali Chardramne

#### 33. Department of Commerce

Nilesh Chaudhary - Associates-Authorised Auditor, Malegaon

# MEMORANDUM OF UNDERSTANDING (MoU)

#### SMT. PUSHPATAI HIRAY ARTS SCIENCE AND COMMERCE MAHILA MAHAVIDYALAYA MALEGAON CAMP MALEGAON NASHIK

&

NILESH CHAUDHARI & ASSOCIATES, Malegaon Camp, Dist. Nashik

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#### FOR

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

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 10th July - Two Thousand and Nineteen (10/07/2019 - ), by and between

Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik represented herein by its (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

Miss Vasundhara Deshmukh Oriflame, Branch Malegaon. Dist. Nashik, and represented herein by its Head, Miss Vasundhara Deshmukh, (hereinafter referred to as "Second Party", company 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:

First Party is a Higher Educational Institution named:

Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik The test of the same referral posts

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.

27 6 6 W. J. Breeze

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Miss Vasundhara Deshmukh Oriflame, Branch Malegaon. Dist. Nashik,, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of GST Accountant, the Second Party is promoted by Principal, Smt. Pushpatai Hiray Arts, Science and Commerce Mahila Mahavidyalaya, Malegaon Camp, Dist. Nashik an affiliated college of Savitribai Phule Pune University, Pune.

Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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- 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 upgradation, 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 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
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- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
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#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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 Nilesh Chaudhari & Associates Malegaon. Dist. Nashik, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Nilesh Chaudhari & Associates Malegaon Camp. Dist. Nashik, 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 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.

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 Malegaon Dist. Nashik.

AGREED:

For Name of Institution

(Dr. Ujfwala S. Deore)
PRINCIPAL
S.P.H. Mahilis Mahavidyalaya
Nakagan Camp-423 105 (Nashk)
Authorized Signatory

For Name of Industry

SPO NIKITA 28273 Authorized Signatory

Name of Institution: Smt. Pushpatai Hiray Arts Science and Commerce Mahila Mahavidyalaya.	Name of Industry: Miss Vasundhara Deshmukh Oriflame, Branch Malegaon. Dist. Nashik,
Address: Loknete Vyankatrao Hiray Marg, Malegaon Camp. (Nashik)	Address : SPO NIKITA 28273 Collector patta Malegaon 423203
Contact Details: 02554 250827 Mob. 9011027604	Contact Details: 8767009549
E-mails: prinsphmcollege@gmail.com	E mail:
Web: www.sphcollege.com	Web:

Witness 1:
( Do DA PAWATO )

Winess 3:

(Dr. LV Jadhav)

Witness 2:

(Yennowarsh)

Witness 4:

( Beepali R. Chundromore)

#### **34.** Department of Marathi

Librarian, Shubhada Sarvajanik Wachanalaya, Patilwadi, Soygaon

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1st day of January 2020 and is valid up to 31st December 2025 (5 Years)

#### BETWEEN

Librarian, Sarvajanik Library Shubhada Sarvjanik Vachanalay, Patil Wadi, Navvasahat Soygaon (First Party)

AND

Principal & Head Department of Marathi, MGV's Smt. Pushpatati 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 resource and services to the Public, Student 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 resources 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 formalize theirs agreement and understating 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 recognizing that there are no enforceable obligations between them the Party agree to perform their obligation pursuant to this Memorandum in good faith and to the best of their abilities

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1st day of January 2020 and is valid up to 31st December 2025 (5 Years)

#### BETWEEN

Librarian, Sarvajanik Library Shubhada Sarvjanik Vachanalay, Patil Wadi, Navvasahat Soygaon (First Party)

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# 4.1 Second Party (Administer)

On behalf of the Other Member Councils. the Second party agress.

# 4.1.1 Administration

4.1.1.1	To administer the work in accordance with this
1,1,1,1	Memorandum and the Operating Guidelines and
	and Date in a manner

4.1.1.2 To be accountable to the Other Party in a manner determined for the administration of the MOU ad the facilitation of the MOU.

#### 4.1.2 Finances

4.1.2.1	Network Costs and the Administration mandatory to
	administer (Second Party)

4.1.2.2 To prepare with the assistance from the Other me Councils, in accordance with this Memorandum, the budgets for the Network, and

4.1.2.3 To meet ail at diting 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 representative (Should by a Faculty of Concern Department) from each party.

#### 5. Operational Guidelines

- Upon execution of this Memorandum. The Chief Executive Office or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable of amendtion 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 elegate 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 this operation of the Operational Guidelines and to comply with its terms.

#### 35. Department of Marathi Librarian, Sarvajanik Library. S.V.D. Sawarkar, Dabhadi

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1<sup>st</sup> day of January 2020 and is valid up to 31<sup>st</sup> December 2025 (5 Years)

#### BETWEEN

Librarian, Sarvajanik Library S. V. D. Sawarkar, Dabhadi (First Party)

AND

Principal & Head Department of Marathi, MGV's Smt. Pushpatati 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.
- Exchange of other library resource and services to the Public, Student 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 resources 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 formalize theirs agreement and understating 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 recognizing that there are no enforceable obligations between them the Party agree to perform their obligation 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 in emention appears:
  - 1.1.2.1 Words nothing 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 regulations enacted or passed in substitution therefore.
  - 1.1.2.4 Heading 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 31/12/2025 unless otherwise agreed or extendd 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. Negoti..te 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 library resources and services to the Student and Society Stakeholders"

#### 4.1 Second Party (Administer)

On behalf of the Other Member Councils. the Second party agress.

#### 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 ad the facilitation of the MOU.

#### 4.1.2 Finances

- 4.1.2.1 Network Costs and the Administration mandatory to administer (Second Party)
- 4.1.2.2 To prepare with the assistance from the Other me Councils, in accordance with this Memorandum, the budgets for the Network, and
- 4.1.2.3 To meet ail at diting 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 representative (Should by a Faculty of Concern Department) from each party.

## 5. Operational Guidelines

- Upon execution of this Memorandum. The Chief Executive Office or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable of amendtion 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 elegate 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 this 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 against all actions, costs, claims, damages, charges in respect of loss or damage resulting from any negligent act or omission of The 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. v hereunto affixed in accordance with Constitution and by the authority of its directo

Name: अंडिकी का शिव्यक्ति पार्टिका पर

Name: White I Hall White I Head Department of Marathi / Representative of Concern project/ MOU



THE SEAL of THE Second Party COUNCIL. v hereunto affixed in accordance with Constitution and by the authority of its directo

Name: 41414 31: 35504 4a2

Name: Alisi all Ole

Sign & Seal

S.P.H. Mahila Mahavidyalaya

Malegaon Camp-423, 105 (Nashik)

मराठी विभाग श्रीमती पुष्पाताई हिरे महिला महान्वे ानय

मालेगांव कॅम्प - ४२३ १०५ (नासिक)

#### 36. Department of Sport

Nashik sports Karate - Do- Association

# 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

Director, Nashik Sports karate -Do- association, Malegaon Camp, Malegaon. Email khairnarsports@gmail.com. (First Party)

#### AND

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

#### BACKGROUND

This Memorandum of Understanding shall provide the framework within which detailed proposals for programmes of cooperation between the Parties in the fields of physical education and sports for development and excellence are to be jointly considered on the basis of reciprocity and mutual benefit.

The parties shall endeavour to encourage and facilitate, as appropriate, the advancement of linkages and cooperation between and through the agencies that pertain to the fields of sports and shall endeavour to conclude such arrangements, for the conducting of cooperative activities and programmes in these fields.

- Each of the Party owns and operates facilities for the provision of A.
  - 1. Awareness of Physical Education and sports.
  - 2. Develop Strength training and physical fitness of particular events.
  - 3. Training and Competition of athletes and athletic teams.
  - 4. Training and technical assistance for coaches.
  - 5. Exchange programmes and visit of sports leaders, sports administrators, professionals, technicians and sports support.
- The Party currently have an arrangement with each other with respect to the B 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 agree that the Network shall be collectively known as "Training and Competition of athletes and athletic teams"

The Party desire to formalise their agreement and understanding in relation to C. 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 PARTY 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.
  - 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 "Training and Competition of athletes and athletic teams"

#### 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 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

- 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 Memorand	um of Understanding
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:	Seal & Signature
Name: (Nin & Rhairman Pal	MALEGAON AMEGAON
Name: Chairnas M.P	

THE SEAL of the Second Party
COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:

Name:

PRINDIFICADA

S.P.H. Mahila Mahavidyalaya
MALEGAUN CAMP NZ JULE

Head Department of Physical
Education & Sports

# 37. Department of Marathi Libraian, Sarvajanik Library Malegaon

#### 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(5 Years)

BETWEEN ----

Librarian, Sarvajanik 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**

- 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.

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  - 1.1.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
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  - 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.

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- 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 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.

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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.

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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 necordance with its Constitution and by the	Sign & Seal
vame:	
क्रम्य गर्वजन्तित्र, वान गलये सम्बद्धाः मालेगः अध्य १२३१०६	
Head Department of Marathi/Representative of Concern Project/MOU	

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