MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereafter called as the MOU) is entered into on this the 10th Day of July 2022(10/07/2022) by and between

Late Bhaskarrao Shingne Arts, Prof.Narayanrao Gawande Science & Ashalata Gawande Commerce College, Sakharkherda, Dist-Buldana, The first party represented herein by its Dr.Nilesh N.Gawande, Principal (hereinafter referred as first party the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors—in office, administrators and assigns.)

And

Tatyasahab Mahajan Arts and Commerce College Chikhli. Dist. Buldana Maharashtra. The Second Party, and represented herein by its head Dr.S.D.Gavhane, Principal (herein referred to as Second Party, company which expression unless excluded by or repugnant to the subject or context shall include its successors-in office, administrator and assigns.

(First Party and Second Party are hereinafter jointly referred to as partied and individually as 'Party's

WHEREAS:-

- A) First Party is a Higher Educational Institution named:-
 - Late Bhaskarrao Shingne Arts, Prof.Narayanrao Gawande Science & Ashalata Gawande Commerce College, Sakharkherda, Dist-Buldana
- 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 co-operate 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) Tatyasahab Mahajan Arts and Commerce College Chikhli. (The second party is engaged in business and manufacturing, skill development, education and R& D services in the fields of Arts and Commerce and related fields.)
- F) Tatyasahab Mahajan Arts and Commerce College Chikhli. (the second party is promoted by Dr.S.D.Gavhane Principal.)
- G) Give related information, its branches and dimensional information about the Educational Institute 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

- 1.1 Both parties are united by common interest and objectives and they shall establish channels of communication and co-operation that wills promote and advance their respective operations within the institution and its related wings. The party's 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 The 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/research/ training systems.
- 1.3 The general terms of co-operation shall be governed by this MoU. The parties shall co-operate with each other and shall, as promptly as is reasonably practical enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of the 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 institution could play a key role in up- gradation, innovation and competitiveness for the development of both the institute. Both parties

- believe that close co-operation between the two would be of major benefits to the students community to enhance their Marathi Language skills and knowledge.
- 2.2 Curriculum Design: Second party will give valuable inputs to the first party in teaching/research/ training methodology and suitably customize the curriculum in Marathi Language .
- 2.3 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Marathi Writing and Speaking.
- 2.4 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 their future prospectus.
- 2.5 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the first Party on the issues of Marathi Language and Literature.
- 2.6 Faculty Development Programs: Second Party to train the faculty of First Party for imparting training as per the faculty development requirement if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the programmes on language and literature.
- 2.8 There is no financial commitment on the part of Late Bhaskarrao Shingne Arts, Prof.Narayanrao Gawande Science & Ashalata Gawande Commerce College, Sakharkherda, Dist-Buldana, the First party to take up any programme mentioned in the MoU.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall by express grant, implication, Estoppels or otherwise ,create in either Party any right ,title , interest or license in or to the intellectual property 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 Tatyasahab Mahajan Arts and Commerce College Chikhli..The Second Party as the case may be, will take effective steps for implementation of this MoU. Any act on the part of MoU partner Tatyasahab Mahajan Arts and Commerce

College Chikhli., 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 contract or sandthe relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party 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 the MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit or to extend credit on behalf of the other party.

First Party

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 the 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 Chikhli.

AGREED:

For Late Bhaskarrao Shingne Arts, Prof Narayanrao Gawande Science & Gawande Commerce Ashalata College, Sakharkherda, Dist-Buldana

Tatyasahab Mahajan Arts and Commerce College Chikhli.

Dr.N.N.Gawande

PPRINGIPAL

Dr.S.D.Gavhane Principal

Authorized Signatory

shalata Gawande Commerce College. Shalata Gawande Commerce College. Name of the Institution:- LateBhaskarrao Shingne Arts, Prof.Narayanrao Gawande Science & Ashalata Gawande Commerce College, Sakharkherda	Name of the Institute : Tatyasahab Mahajan Arts and Commerce College Chikhli
Address:-Sakharkherda, Tq-Sindkhedraja Contact Details:-9822364082	Address:- Chikhli, Dist. Buldana ContactDetails:-Landline (0264242075, Mob. 9850314885
Email:- <u>lbsac336@sgbau.ac.in</u> Web:-www.lbsangsagcc.org	Email:- spmtmchikhli@gmail.com Web:-www.nhcb.in/

(DR. PV. Gawar)

Witness 2:- (H)

Witness 3:- Gaway

Witness 4:-