



### MEMORANDOM OF UNDERSTANDING

### **BETWEEN**

Maharashtra Shikshan Samiti, Nilanga

Maharashtra Mahavidyalaya, Nilanga, Dist. Latur

### AND

Hanuman Shikshan Prasarak Mandal, Sonpeth

Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani

### FOR

Exchanging the expertise of the faculties in specific subject, chapter, research and some special topics.



This Memorandum of Understanding (hereinafter called as MoU) is entered into on this the 01<sup>st</sup> day of March, Two Thousand and Twenty One. (2021) by and between Maharashtra Mahavidyalaya, Nilanga, Dist. Latur, represented here in by its principal (hereinafter referred as "First Party")

and represented herein by Principal (hereinafter referred as "Second Party")

Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani, and represented herein by its Principal / Departmental Head, Dr. Vasant Satpute Principal Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani (hereinafter referred to as "Second Party"), (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:
  - (i) Maharashtra Mahavidyalaya, Nilanga, Dist. Latur
- 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..

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN 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 changing scenario.

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

Both parties believe that close co-operation between the two would be of knowledge.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Education, Commerce and Management.

Skill Development Programs: Both parties have agreed to be a part of Skill Development programs conducted by first party as well as second party.

Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and curriculum topics.

Academic Resource Sharing: Both the parities have mutually agreed to share their academic resources to some limited extent. the libraries of each party will share e-book bank, certain rare and valuable books, journals for research purpose etc. the teaching faculties will share their experience in their subject matters in soft as well as hard copies. e-contents will also be shared for the mutual benefit of the students.

Organizing academic and other events: both parties have agreed to organize different events lie conference, seminars, symposiums, workshops etc. in joint collaboration in different subjects as per the requirements. the parties also agreed to organize student centered activities through NSS and other departments at different occasions.



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 Maharashtra Mahavidyalaya, Nilanga, Dist. Latur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be considered 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

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.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Latur.



### **AGREED:**

For Name of Institution

For Name of Institution

Principal
Maharashtra Mahavidyalaya

Nilanga-413521 Dist. Latur Authorized Signatory Late Ramesh Warpudkar (ACS)
College, Sonpeth Dist. Parbhani

Authorized Signatory

| Maharashtra Mahavidyalaya,<br>Nilanga, Dist. Latur | Late Ramesh Warpudkar ACS College, Sonpeth, Dist. Parbhani Latur |
|----------------------------------------------------|------------------------------------------------------------------|
| Address Main Road, Nilanga                         | Address Parli Road, sompeth                                      |
| Contact Details 9421742015                         | Contact Details 9423779000                                       |
| E-mails Principalmmmilanga @ gmai                  | .E-mails Irwcsonpeth@gmail.com                                   |
| Web www.mmnilanga.org com                          | E-mails Irwcsonpeth@gmail.com Web www.warpudkarcollege.com       |

Dr. N.V. Pinamkar

Witness 1:

Witness 2: Do. AM Muly)

Witness 4: Dr. Charan

Witness 3: Dr. M.D. Kachave

A.D