

**MEMORANDUM OF UNDERSTANDING
(MOU)**

(Department of Economics)

Bhagwantrao Shivaji Patil Mahavidyalaya

Paratwada Dist. Amravati

&

Paryavran Jankalayan Bahu Gramin Vikas Sanstha Jamali(rajasy)

Tq. Chikhaldara Dist.Amravati

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the MOU) is entered into on 9th of July 2019(date 09/07/2019), by and between

The First Party Bagwantrao Shivaji Patil Mahavidyalaya, Achalpur Camp Paratwada, Dist. Amravati. Represented herein by **Dr. R. A. Umekar , Principal**(herein referred as ' **First party**' the institution which expression , unless excluded by or repugnant to the subject or context shall include it successors – in – office , administrators and assigns.)

AND

The second Party, Paryavran Jankalyan Bahu Gramin Vikas Sanstha Jamali(rajav) Tq.Chikhaldara and represented herein by **Dnyandev Yevale President** (herein 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 herein after referred to as 'Parties' and individually as 'Party')as

WHEREAS :

A) First Party is a Higher Educational Institution named :

Bagwantrao Shivaji Patil Mahavidyalaya, Achalpur Camp Paratwada, Dist. Amravati

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 dropopportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of promoting **save the environment.**

D) Both parties being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **Paryavran Jankalyan Bahu Gramin Vikas Sanstha** the Second Party is an NGO having registered office **Jamali (rajav) Tq. Chikhaldara Dist.Amravati.**

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

CLASE 1

CO-OPRATION

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 representative operation within the Institution and its related wings. The parties shall keep each other informed of potential opportunities and shall 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 NGO, the Second Party.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in changing the views of society about environment problems. Both the parties believe that close co – operation between the two would be of major benefit to the student community to enhance their knowledge.

2.2 **Research and Development** : Both parties have agreed to carry out the joint research activities.

2.3 **Guest Lecture** : Second party to extended the necessary support to deliver guest lectures to the students.

2.4 There is no financial commitment on the part of the **Bagwantrao Shivaji Patil Mahavidyalaya, Achalpur Camp Paratwada**, the first party to take up any programme mentioned in the MOU . if there is any financial consideration , it will be dealtseparately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any 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

3.1 This agreement will be valid for one year from date of signing this MOU, during which period Paryavran Jankalyan Bahu Gramin Vikas Sanstha, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Paryavran Jankalyan Bahu Gramin Vikas Sanstha, the Second Party after termination of this Agreement by way of communication , correspondence etc., shall not be construed as an extension of this MOU.

3.2 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

4.1 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 name in any way to make any representation or create any obligation or liability, expressed or implied, on behalf of the other part, 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 Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Achalpr.

AGREED

FOR

Bhagwantrao Shivaji Patil
Mahavidyalaya, Paratwada

FOR

Paryavran Jankalyan Bahu Gramin
Vikas SansthaJamali(rajasy)
Tq. Chikhaldara

(Dr. R. A. Umekar)

Authorized Signatory

S. U. Patil, M. B. D. ...
Achalpr Camp.

(Dnyandev Yevale)

Authorized Signatory

