

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

*B. S. PATIL MAHAVIDYALAYA
PARATWADA, DIST. AMRAVATI*

&

*NIRBHAYA FOUNDATION
BILANPURA, ACHALPUR, DIST. AMRAVATI*

FOR

*Promoting Gender equality and
Women's Empowerment*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered into on Monday, 8th of July 2019 (DATE 08/07/2019), by and between

The First Party, **B. S. Patil Mahavidyalaya, Civil Line, Paratwada, Dist. Amravati.** Represented herein by **Dr. R.A. Umekar, Principal** (herein after 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

The Second Party, **Nirbhaya Foundation, Achalpur** and represented herein by **Adv. Mrs. Radha N. Tare, 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 jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
B. S. Patil Mahavidyalaya, 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 opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of **Promoting Gender equality and Women's empowerment .**
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **Nirbhaya Foundation** – the Second Party is engaged in - **Promoting Gender equality and Women's empowerment .**
- F) – **Nirbhaya Foundation** – the Second Party, is an NGO having registered office at **Bilanpura, Achalpur, Dist. Amravati.** The NGO work for gender equality and Women empowerment. The NGO also deals the cases of domestic violence.

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 NGO, 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 changing the views of society about gender problems. Both 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 in the fields of - - **NAME of INDUSTRY SPECIALIZATIONS, ACTIVITIES AND SERVICES** - -.
- 2.3 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the **Gender equality and Women's empowerment**.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.5 There is no financial commitment on the part of the **B. S. Patil Mahavidyalaya, Civil Line, Paratwada**, 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

4.1 This Agreement will be valid for Five years from the date of signing this MOU, during which period **Nirbhaya Foundation**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Nirbhaya**, 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

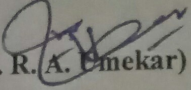
CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

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.

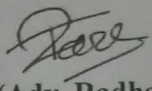
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Head Quarters of the First Party. This undertaking is to be construed in accordance with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

AGREED :

For
B. S. Patil Mahavidyalaya,
Civil Line, Paratwada

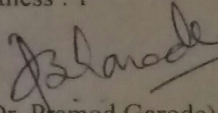

(Dr. R. A. Umekar)
Authorized Signatory
Principal
B.S.Patil Mahavidhyalaya,
Achalpur Camp (Paratwada)

For
Nirbhaya Foundation
Achalpur

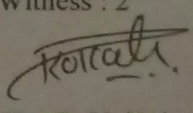

(Adv. Radha N. Tare)
Authorized Signatory

Name of Institute B. S. Patil Mahavidyalaya	Name of NGO Nirbhaya Foundation
Address : Civil Line, Paratwada-444805	Address : Bilanpura, Achalpur, Dist. Amravati
Contact details : 07223-220172	Contact details : 07223-250793
E-mail : princy_bsp@rediffmail.com	E-mail : radhatare.1@gmail.com
Website : www.bspmv.org	Website :

Witness : 1


(Dr. Pramod Garode)

Witness : 2


(Dr. D. V. Kokate)