



जोडपत्र-२

दस्ताचा प्रकार/अनुच्छेद क्रमांक  
दस्ता नोंदणी कारणात आहेत का?  
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव  
मिळवणीचे तारीख  
मोबादल  
मुद्रांक विक्री नोंद वही अ.क्र.  
मुद्रांक विक्री नोंद वही अ.क्र.  
प.म.वि.जी.एस.इंस्टीट्यूट प.क्र.३५०६००३  
तहसिल कार्यालय आवार, उमरगा

Handwritten signatures and dates in Marathi, including "३०/१/२०१५" and "३१-१-२०१५".

This Memorandum Of Understanding (MOU) is made and entered into this 1<sup>st</sup> day of January 2015 at Omerga.

By and between:

The President, Asmita Vishwasth Mandal, Gunjoti, Tq. Omerga, Dist. Osmanabad. a trust established under the Indian Trust Act, 1882 and having its registered at (Omerga) of the first part;

AND

Shrikrishna Mahavidyalaya Gunjoti, having its registered office at Gunjoti of the other part.

Asmita Vishwasth Mandal and the Mahavidyalaya are individually referred to as the "Party" and collectively as the "Parties"

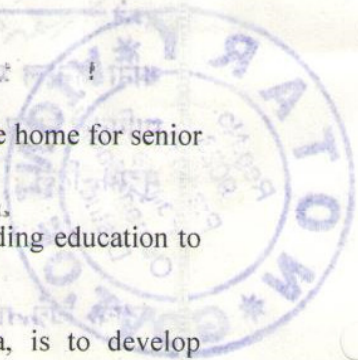
Whereas:

- Asmita Vishwasth Mandal is an NGO engaged in running old age home for senior citizens.
- The Mahavidyalaya is an educational institute engaged in providing education to students for undergraduate and post graduate students.
- The aim of the institute is imparted through Mahavidyalaya, is to develop responsibility and respectability as citizens of nation and to inculcate social attachment among students.

Now therefore the parties hereby agree as follows:

1. ENGAGEMENT

Shrikrishna Mahavidyalaya and Asmita Vishwasth Mandal recognizes that Shrikrishna Mahavidyalaya provides value based education to the students from the Mahavidyalaya through Asmita Vishwasth Mandal, Omerga by organizing meetings between senior citizen and students of the Mahavidyalaya. Therefore Asmita Vishwasth Mandal hereby agrees to provide time and the necessary



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infrastructure hereinafter collectively referred to as the "said Facilities" at the Asmita Vishwasth Mandal premises to the Mahavidyalaya for the purpose of conducting the meetings and other value based activities such as seminars, conferences, workshops and the Mahavidyalaya agrees and undertakes to conduct these activities in accordance with the term and conditions of this MOU.

## 2. SCOPE OF ACTIVITIES

Shrikrishna Mahavidyalaya agrees to provide value based education to the students in presence of senior citizens from Asmita Vishwasth Mandal using the 'said' Facilities within the premises through various activities. The scope of activities includes the following details:

- To conduct seminars, conferences, workshops and other value based activities in the Asmita Vishwasth Mandal premises for the inculcation of social and moral values among students of the Mahavidyalaya.
- To organize health awareness camps, blood donation camps for the beneficiaries including students and senior citizens of the Parties.
- To conduct pathological training programmes for the student of the Mahavidyalaya.
- To conduct various pathological test programmes for senior citizens of Asmita Vishwasth Mandal members.

## 3. COLLECTION OF FEES FROM STUDENTS

No extra fees will be collected from the students as well as the authorities of Asmita Vishwasth Mandal

## 4. PROVISION OF INFRASTRUCTURE

The Mahavidyalaya will arrange and provide the following equipments at the said facility for smooth conduct of activities.

- 1 No. of LCD projector
- 1 No. of Screen
- 1 No. of Computer
- Other supportive equipments
- 1 No. of coordinator for entire activities provided that the costs incurred towards remuneration for the coordinator will be borne by the Mahavidyalaya.

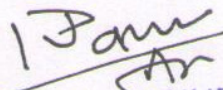
## 5. EXPENSES/COST INCURRED TOWARDS COST OF EQUIPMENT, MAINTENANCE ETC.

5.1 The Mahavidyalaya will avail the facilities for:

- All the equipment to be needed for arranging seminars, conferences, workshops and other activities.
- Study material to be given to students and participants.

5.2 Asmita Vishwasth Mandal will incur expenditure for:

- All the equipment needed for organizing health and blood donation camps.
- All the appliances needed for conducting pathological training programme for students

  
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## 6. FACILITY CHARGES

6.1 No fees shall be paid to Asmita Vishwasth Mandal for providing the Said Facilities by

## 7. OBLIGATION OF PARTIES

7.1 The parties shall ensure that they perform their respective obligations as provided under this MOU diligently and with absolute good faith; and they understand and acknowledge that the party will be rendered unable to perform its part of the obligations hereunder, without the active support and participation of the other Party.

7.2 The Parties agree that there may be unforeseen exigencies or circumstances for eg. Power failure, absence of resource person due to genuine reason etc. whereby both or any of them may be in a situation where it/they may be unable to perform their obligations hereunder; in such situation the Parties agree they will do their utmost best to accommodate the other keeping in mind the overall interest of the students and accordingly reschedule activities, change the venue etc. and take all such steps as may be mutually decided keeping in mind the nature of exigency.

7.3 Both the Parties will discuss and adopt appropriate marketing strategies to propagate the activities.

## 8. PARTICULARS ABOUT TERM, FREQUENCY ETC. OF ACTIVITIES

8.1 The Parties agree and acknowledge that the activities to be run under this MOU is primarily dependent upon the growing need of value based education and demand for such activities from the students.

## 9. SIGNAGE

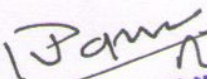
The Mahavidyalaya shall be entitled to put up signage on the exterior wall, corridors of the said Asmita Vishwasth Mandal premises or at the Facility as Mahavidyalaya may deem fit in its discretion, at its own costs and expense and after obtaining necessary permission from the concerned authorities.


## 10. RELATIONSHIP BETWEEN PARTIES ETC.

10.1 Nothing contained in this MOU shall be:

- Deemed to create partnership in any legal or business sense between the parties in any meaningful way;
- Constructed as or to have the effect of constituting any relationship of any employer and employee between the Parties.

10.2 Nothing in this MOU shall render either Party liable to indemnify the other in respect of any liability of any kind incurred by that Party to any other person excluding however any loss or damage caused monetarily or to the repute of the other Party due to gross misconduct willful negligence of the Party.

  
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## 11.0 TERM OF THE AGREEMENT

11.1 The MOU shall be effective initially for a period of five years from the date hereof and may be extended thereafter for such further period and on such terms and conditions, as may be mutually agreed by the Parties hereto.

## 12.0 TERMINATION

12.1 The MOU shall be terminated by efflux of time or earlier by one month's notice or at the discretion/option of the Parties as the case may be. In any event, Asmita Vishwasth Mandal shall ensure that such termination gets effective only at the end of the term of the ongoing course/s.

12.2 The MOU can be terminated if either Party shall be in breach of the terms of this MOU; and if the breach is capable of remedy, the Party fails to remedy such breach within fourteen days.

12.3 If Mahavidyalaya terminates this MOU in the midst of and/or before the end of the terms

of the ongoing activitie/s without any default of the Asmita Vishwasth Mandal and stops conducting the course mid-way, then only Mahavidyalaya shall be liable for any loss that incures due to such termination and will indemnify Asmita Vishwasth Mandal for any losses suffered or claims raised due to such premature termination.

## 13.0 MISCELLANEOUS

13.1 The Mahavidyalaya may assign or sub-contract this MOU with prior approval of Asmita Vishwasth Mandal

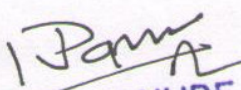
13.2 This MOU will be considered to represent the whole understanding between the Parties and supersedes any previous agreements (oral or written) /arrangements /writings/ understanding. Amendments to this MOU must be made in writing and signed by both parties.

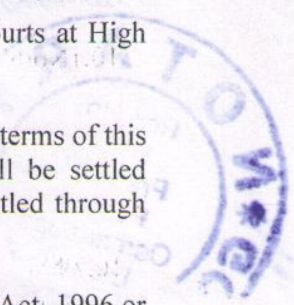
13.3 Mahavidyalaya shall keep and maintain regular and proper log- books and other records, so that the same may be available for inspection by any authorized person from the Asmita Vishwasth Mandal board

13.4 This MOU will be governed by the laws of India and subject to Courts at High Court Aurangabad bench.

13.5 All or any dispute arising out of or touching upon or in relation to the terms of this MOU and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled through arbitration keeping in mind the overall interest of the students.


13.6 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereto for the time being in force. The Arbitration proceedings shall be held in English language at an appropriate location in Mumbai by a sole Arbitrator who shall be appointed mutually by the parties and whose decision shall be final and binding upon the Parties.

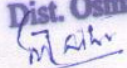
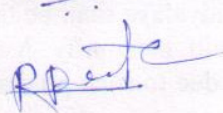
  
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IN WITNESS WHEREOF the Parties hereto have duly executed this MOU on the day and year first herein above mentioned.

SIGNED AND EXECUTED by the within named

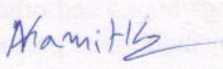
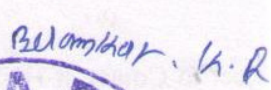
  
Principal  
Sri Krishna Mahavidyalaya  
Ganeshi, 413 613  
Dist. Osmanabad (M.S.)  
through its Authorized Representative  
in the presence of:

1. 
2. 


SIGNED AND EXECUTED by the within named

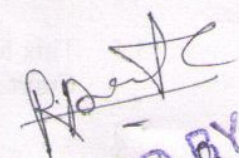
  
प्रधानाचार्य  
प्रधान दूर सेवा केंद्र  
गुलबर्गा रोड बोरोका  
जबरा जिल्हा उस्मानाबाद

through its Authorized Representative  
in the presence of

1. 
2. 



SIGNED BEFORE ME  
  
PRADIP W. PANURE  
NOTARY  
GOVERNMENT OF INDIA  
OSMANABAD.DIST.  
03-08-15

IDENTIFIED BY  
  
वसुधा लाल शर्मा  
रवि कुमारी



PRADIP W. PANURE