

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this 18th May 2024 by and between



Shivaji Education Society Amravati's Science College, Congress Nagar, Nagpur – 440012. THE FIRST PARTY represented herein by its Prof. Mahendra P. Dhore, Principal of Shri Shivaji Education Society Amravati's Science College, Congress Nagar, Nagpur – 12 which expression shall mean and include its successors in office and assigns.

AND

**Apang Association,
behind Congress Nagar Metro Station, Nagpur-12**



महाराष्ट्र MAHARASHTRA

2024

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07 MAY 2024

Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur-12, signed Memorandum of Understanding (MoU) with Apang Association, Near Metro Railway Station, Humpyard Road Nagpur. The main objective of the MoU is to enhance the institution and society relation through co-operative movement with a view to inculcate sense of appreciation and respect for physically handicapped persons and also to facilitate exploration of solutions to the ever-increasing job problems posed by the various systems. It is proposed to undertake collaborative project, for the benefit of the students and physically handicapped individuals by helping them to run canteen and co-operative store. The college will provide the possible help and convey the student and staff for the same. This MoU will go a long way to enhance the sustained extension activity of the college to benefit the physically handicapped individuals association.

The memorandum sets at the mutual agreement to the terms and conditions as set out herein, initially for a period of 5 years starting from the effective date and further extendable on mutually agreeable term period

This MOU made and entered into on this day, (Date – 18/05/2024) between **Principal, Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur-12** (a Science college run under the society registered under the Societies Registration Act (XXI of 1860, having its registered office at **Amravati**) of the one part.

and **Apanga Association, behind Congress Nagar Metro Railway Station, Nagpur** (Herewith called the PARTY of the other part).

જ્યાં કારણાસાથી જ્યાંની મુદ્રાંક ખરેદી કેલા ત્યાંની ત્યાજ કારણાસાથી જ્યાંની મુદ્રાંક ખરેદી કેલા ત્યાંની ત્યાજ કારણાસાથી જ્યાંની મુદ્રાંક ખરેદી કેલા ત્યાંની ત્યાજ

1. WHERE AS the PARTY is desirous of collaborating with Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur-12 of the one part, for canteen facilities and store for the students educational needs, for the benefit of two institutions.
2. Party shall prepare their own infrastructure on the basis of mutual understanding.
3. The party (Apang Association Nagpur) may use all the profit procured from the canteen and educational store.
4. There will be a joint Monitoring Group for the student discipline. The Monitoring Group shall consist of three or four number of persons each from the Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur-12 and the **Apanga Association, behind Metro Railway Station, Humpyard Road, Nagpur.** The Monitoring Group will identify the work to be done by the said college and the Party, the targets/ milestones and criteria for the healthy environment in both campuses.
5. **Shri. Shivaji Education Society Amravati's Science College, Nagpur** and Apang Association Nagpur (Party) shall jointly identify the needs of students in canteen and in the educational store
6. Students of Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur- will be allowed to visit the campus of Apang Association Nagpur (Party)
7. The college will prepare the access gate in college campus for the movement of students from college campus to the campus of Apanga Association Nagpur.
8. Teachers of the college will be allowed to visit the party institution.
9. The college will not be responsible for any entrance of other college students and other social individuals from the main gate of Apanga association and their antisocial activity in the campus of Apang association. The party should find the students of shri Shivaji education society Amravati's students from their dress code. College should take care that the access gate for the students at the side of college campus should be close after 5.30 PM daily. On Sunday the same will remain closed.
10. It is the responsibility of party (Apanga association) to maintain discipline in their campus and to protect their infrastructure and college will not be responsible to any financial assets destructed by the students and any other social individuals. The party should make their own arrangements on the activity of all their stake holders. Only college will help the party to make the discipline among their college students only.

11. The Party and the college shall work on the basis of mutual understanding.
12. The parties shall consult with each other for the need of the students concerning to canteen facility and facilitation store, where in it will be duly acknowledged that the work has been carried out under the collaborative program between the party and college. The PARTY will have no any claim over the activities not in collaboration and vice-versa.
13. Neither party shall be held responsible for non- fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to strike, lockouts, epidemics, riots, civil war, commotion, and natural calamities like flood, earthquakes, provided on the occurrence and cessation of any such events, and noncooperation of the students. the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force – majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
14. The Memorandum of Understanding will remain in force for a period of five years, from the date of signing MoU.
15. The agreement shall terminate on the expiry of the period, as in clause 19 unless extended by both the parties.
16. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute waiver of that party's right to terminate this agreement.
17. In the event of termination of the agreement the rights and obligations of the parties, thereof shall be settled by mutual discussion only.
18. All notices and other communication of both the parties shall be done in writing or mutual meetings of both the parties. The aggravating party should visit another party for the positive solutions.
19. No amendment or modification of these agreements shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications / Changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.
20. The rights and liabilities arising to any party to this agreement shall not be assigned except with written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

21. Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion any party will be free to terminate the MoU.

SEAL OF PARTIES

In witness where of the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For and on behalf of Shri. Shivaji Education Society Amravati's Science Collge, Nagpur

Signature:-

M. P. Dhore

Name:- Prof. M. P. Dhore

Date : 22.05.24

Designation:- Principal
Shri. Shivaji Education Society Amravati's Science College, Congress Nagar Nagpur-12.

Seal:-



WITNESS:- (Name & Address)

Signature:- *@bheav*

Dr. *Prof. A. S. Bobelky*
Head Dept. of Zology

Shri. Shivaji Education Society
Amravati's Science College,
Nagpur-12.
Date :

For and on behalf of Apang Association Nagpur

Signature:-

① *Ranjit S. Joshi* ② *Pandurang V. Tekade*

Name:- ① *Ranjit S. Joshi (President)*
② *Pandurang V. Tekade (Secretary)*

Date :

Designation:- President
Apang Association, Behind Congress Nagar Metro Station. Nagpur.

Seal:-



WITNESS:- (Name & Address)

Signature:- *A. S. Awaze*

Mr. *Ashou S. Awaze*

Apang Association, Nagpur.

Date :