

**Service Agreement**

**THIS AGREEMENT** (hereinafter referred to as the "**Agreement**") is made on this 05<sup>th</sup> day of January 2022 by and between **The American India Foundation Trust**, (hereinafter referred to as "AIFT"), a Non-Government Organization, registered under the Indian Trust Act, 1882, having its registered office at C 181, Sarvodaya Enclave, 2<sup>nd</sup> Floor, New Delhi 110017, of the first part,

and

**Adarsh Arts and commerce college, Desai Ganj Dist Garchiroli**, (hereinafter referred to as "**Service provider**") having its address at, Desai Ganj Gardchiroli, Maharashtra India of the second part, witnesses as follows:

**Whereas**

1. AIFT is engaged in catalyzing social and economic change in India and building a lasting bridge between the United States and India through high-impact interventions in education, livelihoods, public health, and leadership development. AIFT wishes to engage the services of the service provider for this purpose which will be monitored by The American India Foundation Trust (hereinafter referred to as AIFT), for purposes and deliverables during the period as stated herein below.
2. The Service provider has agreed to perform these services under terms and conditions as stated in the Annexure 1 detailing scope of work and deliverables attached herewith by reference and which forms an integral part of this contract.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties herein above agree as follows:

**1. Period of Agreement:**

This Agreement will commence from the date above or the date on which the Service provider commenced operations relevant to the deliverables herein below in Section 3, whichever is earlier, and ending on or before 31<sup>st</sup> March 2022, or the completion of the requirements of this contract whichever is earlier and can be extended by mutual agreement in writing.

**THE AMERICAN INDIA FOUNDATION TRUST**

**ADMINISTRATIVE OFFICE:** 1003-1005, DLF City Court, M.G Road, Near Sikanderpur Metro Station, Gurgaon-122002  
T: 91.0124.4551850 F: 91.124.4551888 [www.aif.org](http://www.aif.org) [info@aif.org](mailto:info@aif.org)

**REGISTERED OFFICE:** 445, Fourth Floor, DLF Prime Towers, Okhla Phase -1, New Delhi 110020

## **2. Objective of the Agreement:**

AIFT intends to engage the Service Provider towards Utilization of Infrastructure available with Service provider against batch wise enrolled candidates. Candidate may be final year college students or those who are graduate and did not get a job or as per eligibility criteria provided to service provider and age between 18-25 years.

## **3. Terms of Agreement**

- This Agreement shall be binding upon and inure to the benefit of AIFT, its successors and assignees, but is personal to Service Provider and thereby not assignable by the Service Provider. This Agreement shall be construed, performed and enforced in accordance with the laws of India. This Agreement is written in the English language and the English language text of the Agreement shall prevail over any translation thereof. This Agreement may be amended, modified, or supplemented only in writing with specific reference to this Agreement and signed by both Parties.

## **4.2. Communication between AIFT and Service Provider:**

Service provider agrees that:

- The firm must provide weekly updates on the number of students enrolled and tracked.
- The firm must provide the list of students who paid and enrolled in the course and tracked on monthly basis.
- AIFT shall designate an officer of its choice, who shall be the key contact point.

## **4.3. Timeline:**

The time period allowed to the service provider will end on 31<sup>st</sup> March, 2022 for the intended deliverables:

1. Making training infrastructure available for training of enrolled candidates.
2. Depositing Students registration fees in AIF Bank account withing stipulated time, asked by AIF

Particular	Time Period
Submission of Batchwise invoice to AIF for utilization of infra at institute (1000/- per candidate)	Within 7 days of Batch Start
Submission of final Batchwise list of students and deposit collected registration fees to AIF account (500/- per candidate) , Payment details to be shared with AIF Coordinators	By 15 <sup>th</sup> day of Batch Start

#### **4.4 Contractual Penalties**

Delivery/service periods and delivery/service dates are always binding and the Service partner must strictly comply with said periods and dates. If delays are anticipated or arise, the Service partner is required to notify AIFT immediately in writing.

If the Service partner fails to fulfill agreed delivery/service dates, the legal consequences shall in principle be determined by statutory provisions. In particular, in the event of a failure to perform, following the expiry of a reasonable period stipulated by AIFT for performance or subsequent performance without result, AIFT shall be entitled to rescind the contract or, in the event of default on the part of the contracting partner, to request damages in lieu of performance.

If the contractually agreed dates and/or periods are not met, the Service partner shall be required, waiving the defence of a continuing offence, to pay a contractual penalty for each day of default amounting to 1% of the last contract value of the individual contract but only up to a maximum of 50% of the net contract value of the respective individual contract.

In cases agreed interim dates and / or periods are not met, the amount of a contractual penalty will be charged on the overall value of contract. This shall not affect the right to claim for further damages, against which this contractual penalty shall be offset.

#### **5. Costs:**

- The total amount payable under this contract as agreed between both parties to the contract is INR 1,000/- per candidate for Infrastructure usage charges for training of enrolled candidates in CITI program. Invoice to be raised Batch wise only, batch can be defined as group of 30 enrollment for same course and willing to take course simultaneously

#### **5.1. Payment terms:**

<u>Description</u>	<u>Time Period</u>	<u>Particular</u>	<u>Payment</u>
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Invoice to raise within 7 days of Batch start	Within 7 days of batch start	Usage of Training Infrastructure	INR 1000/- per candidate (Invoice to be raised Batch wise only)
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- Service provider required to deposit batch wise registration fees collected from student to said AIF Bank account, and provide deposit details to AIF team
- Subject to Submission of Invoice (invoice should include GST and TDS)

**6. Anti-Sexual Harassment Compliance:**

6.1 The service provider is required to comply, in all its dealings and through any conduct involving AIFT and its staff as defined by law ('The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act 2013) with AIFT's extant policy on Sexual Harassment, at the workplace. AIFT is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. AIFT operates a zero tolerance policy for any form of sexual harassment in the workplace, treats all incidents seriously and promptly investigates all allegations of sexual harassment.

As per AIFT's policy, any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from AIFT employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

6.2 AIFT encourages service provider to enact and enforce an ASH policy, in keeping with the extant law as enacted ('The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act 2013) and valid under the Indian constitution.

**7. Child Safeguarding:**

Service Provider fall within the scope of AIFT's Child Safeguarding Policy. By signing the AIFT contract, Partner confirms its understanding and commitment to AIFT's Child Safeguarding Policy. Partner will take necessary steps to implement the policy, and take strict action against any staff violating the policy. Even if Partners have their own Child Protection / Safeguarding Policy and internal reporting process, they are obligated to report any incidents / suspicions to AIFT, and actions taken on the same.

**8 Termination:**

Based on its own assessment, AIFT reserves the right to discontinue or terminate the contract at any point in time with 3 days' notice in the following situations:

- If the deliverables outlined in this agreement are not met
- If the agreed evidence of deliverables are not submitted on time, and in desired formats
- If any parts of the documentation or reports are found to be factually incorrect.
- If there are instances of the service provider not adhering to the Terms and Conditions, annexed to this agreement resulting in breach of contract.
- In the event of the agreement being terminated prior to its due expiry, date in the manner enlisted in this Clause, the service provider shall be compensated on a pro rata basis for no more than the actual amount of work performed and for the work in progress and expense incurred till the date of such termination to the satisfaction of The American India Foundation Trust. Any excess payment resulting in the hands of the agency would be returned to The American India Foundation Trust.

**9. Force Majeure:**

If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Agreement. From the date of that notification, American India Foundation Trust may at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement. The service provider shall submit all accounts which should state the amount claimed, taking into account all payments received and incurred or committed by the service provider.

**10. Limited Liability:**

Except in cases of criminal negligence or willful misconduct;

9.1 The Service Provider shall not be liable to the employer, whether in contract, tort, or otherwise, for any indirect or inconsequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service

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Provider to pay liquidated damages to AIFT and;

9.2 The aggregate liability of the Service Provider to AIFT whether under the Contract, in tort or otherwise, shall not exceed three times the total contract price, provided that this limitation shall not apply to any obligation of the Service Provider to indemnify AIFT with respect to copyright infringement.

### **11. Intellectual Property**

During the Service Provider's engagement by AIFT, Service Provider shall provide services to AIFT on a first priority basis in accordance with the specifications and instructions of AIFT including those contained in the **Scope of Work**. The Service Provider represents and warrants that it shall not take any actions that would injure the business, interests, or reputation of AIFT or its affiliates or that would violate any applicable laws or regulations. AIFT represents and warrants that it would not stipulate any conditions, or ask the Service Provider to undertake any work that would injure the business, interests, or reputation of the Service Provider or its affiliates or that would violate any applicable laws or regulations

**11.1** As between AIFT and the Service Provider, all information, ideas, concepts, designs, materials, improvements, discoveries, inventions, and intellectual property developed in whole or in part by the Service Provider under this Agreement (including all Deliverables) shall be the sole and exclusive property of AIFT. Service Provider shall sign such documents as requested by AIFT to effectuate the foregoing notwithstanding the conditions set-forth in clause 12.2

**11.2** All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by AIFT and the Service Provider, during the term of this Agreement ("Joint Intellectual Property"), will be the joint property of the parties insofar as and solely limited to the dissemination of such property under consideration.

### **12. Confidentiality:**

The service provider shall keep with complete secrecy all confidential information entrusted to them and shall not use or attempt to use any such information in any manner, which may injure or

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cause loss, directly or indirectly, either in the present or in the future, to The American India Foundation Trust. This restriction shall continue to apply after the termination of the contract agreement without limit of time but shall cease to apply to information or knowledge, which may come into the public domain. The above confidentiality requirement includes those discoveries or inventions by the service provider while it is in contract with The American India Foundation Trust for this assignment and shall include all items falling under the broad category of intellectual property of The American India Foundation Trust. These shall be the absolute property of The American India Foundation Trust.

### **13. Disputes and Jurisdiction**

**13.1.** Any dispute arising out of or connected to this Agreement or the breach, termination or validity hereof shall, as far as possible, be settled amicably through mediation.

**13.2** Should the parties fail to settle the dispute through mediation within a period of 30 (Thirty) days of the submission of such dispute to mediation, or if the mediation is abandoned by the mediator or is otherwise concluded without the dispute being resolved, then all such disputes arising out of or connected to this Agreement or the breach, termination or validity hereof shall be referred to Arbitration as per the Arbitration & Conciliation Act, 1996.

The procedure for arbitration shall be as follows: -

- i. The arbitral tribunal shall be composed of sole Arbitrator, to be appointed mutually by the Parties, in accordance with the Arbitration and Conciliation Act, 1996.
- ii. The venue of arbitration shall be New Delhi.
- iii. The arbitration proceedings shall be conducted and the award shall be rendered in English language.
- iv. Each party shall bear its own arbitration costs and expenses and all other costs and expenses of the arbitration shall be divided equally between the parties.

**13.3** Any notice given under this Agreement shall be in writing and delivered personally to the Party to whom notice is served, at its address or at such other address as the addressee shall have advised in writing to the other Party prior to the date of the notice. Notice shall be deemed as given as of the date on the delivery receipt if personally or by mail.

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# AIF

AMERICAN  
INDIA  
FOUNDATION

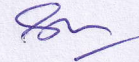
This Agreement shall be governed by, and construed in accordance with, the laws of India. The agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi. The Address for notice by any party as well as the responsible authorities to whom such notices should be addressed are mentioned in later of this agreement.

**For The American India Foundation Trust**



Signature:  
Name: Mathew Joseph  
Country Director

**Adarsh Arts and commerce college, DesaiGanj Dist  
Garchiroli**



Signature:  
Name: Dr. Shankar Kukreja  
Principal



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# MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS


We, the Principals of Adarsh Arts and Commerce College, Desaiganj (Wadsa), Dist-Gadchiroli, and Dr. Babasaheb Ambedkar College of Arts, Commerce & Science, Bramhapuri, District- Chandrapur, Maharashtra State, do hereby execute a formal agreement/understanding from the academic Session 2021-22 for five Years for student exchange / Faculty exchange or with resource sharing for Research on 01/11/2021. This agreement / understanding is executed as per the guidelines of University Grants Commission and National Assessment and Accreditation Council, Bangalore to collaborate with other stakeholders of Higher Education for quality evaluation, promotion and sustenance of Higher Education.

The core areas of collaboration are as under:

1. Collaboration for student exchange and Faculty exchange
2. Resource sharing for Research.
3. Sharing of Library Resources.

## Note:

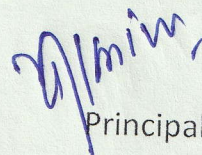
In case of any loss or damage to any property, the institution concerned will compensate the same.



Principal

Adarsh Arts and Commerce College  
Desaiganj(Wadsa)

PRINCIPAL  
Adarsh Arts & Commerce College,  
Desaiganj (Wadsa) Dist. Gadchiroli



Principal

Dr. Babasaheb Ambedkar College  
Bramhapuri

Off. Principal  
Dr. Babasaheb Ambedkar College of Arts  
Commerce and Science, Bramhapuri

## MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS

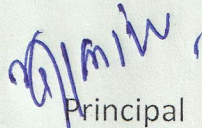
We, the Principals of Dr. Babasaheb Ambedkar College of Arts, Commerce & Science, Bramhapuri, District- Chandrapur and Adarsh Arts and Commerce College, Desaiganj (Wadsa), Dist-Gadchiroli, Maharashtra State, do hereby execute a formal agreement/understanding from the academic Session 2021-22 for five Years for student exchange / Faculty exchange or with resource sharing for Research on 01/11/2021. This agreement / understanding is executed as per the guidelines of University Grants Commission and National Assessment and Accreditation Council, Bangalore to collaborate with other stakeholders of Higher Education for quality evaluation, promotion and sustenance of Higher Education.

The core areas of collaboration are as under:

1. Collaboration for student exchange and Faculty exchange
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3. Sharing of Library Resources.

**Note:**

In case of any loss or damage to any property, the institution concerned will compensate the same.




Principal

Dr. Babasaheb Ambedkar College

Off. Principal

Bramhapuri  
Dr. Babasaheb Ambedkar College of Arts  
Commerce and Science, Bramhapuri



Principal

Adarsh Arts and Commerce College

Desaiganj (Wadsa)

PRINCIPAL

Adarsh Arts & Commerce College,  
Desaiganj (Wadsa) Dist.- Gadchiroli

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DODANI & ASSOCIATES,  
Professional Accountants,  
Sindhi Colony, Desaiganj(Wadsa) Dist: Gadchiroli**

**&**



**ADARSH ARTS AND COMMERCE COLLEGE,  
DESAIGANJ (WADSA), DIST- GADCHIROLI  
MAHARASHTRA, INDIA-441207**

**FOR**

**ENTREPRENEURSHIP & SELF EMPLOYMENT TRAININGS  
on ACCOUNTING & RESEARCH**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 29 day of July, 2020, for organizing the Professional Accounting development activities by and between

**DODANI & ASSOCIATES, Professional Accountants, Sindhi Colony, Desaiganj (Wadsa) Dist: Gadchiroli** represented herein by its **Proprietor SANTUMAL DODANI** (hereinafter referred as **DODANI & ASSOCIATES**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

### AND

**ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), DIST- GADCHIROLI-441207, the Second Party, and represented herein by its PRINCIPAL, Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", organization 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 hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Professional Accountant  
**DODANI & ASSOCIATES, Professional Accountant**
- B) **DODANI & ASSOCIATES & ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)** 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 Professional Accounting Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), the Second Party** is an educational institution belonging to the people, working for the people and being administered by the people.

- F) ADARSH ARTS AND COMMERCE COLLEGE, DEAIKANJ (WADSA), the Second Party is promoted by Dr. Shankar Gombumal Kukreja, Knnamwar Ward, Sindhi colony, Desaignj (Wdsa), Dist- Gadchiroli-441207.
- G) ADARSH ARTS AND COMMERCE COLLEGE head office is situated at Desaignj (Wadsa). Head office administers in all 03 faculties in the College at Desaignj (Wadsa). The Governing authorities function for all the faculties from this office.

**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**. 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 Professional Accounting mindset which help student to decide career choice keeping in mind the needs of the educational institute, the Second Party. The First party will guide and train the students of the Second Party about data entry, account keeping, preparing project reports, income tax calculations, return filing, GST and CST, calculation & filing return and computerized professional accounting procedures.
- 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 economic development of the country through establishing enterprises. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** First Party will give valuable inputs to the Second Party in designing teaching / training methodology and suitably customize the curriculum so that the students fit into the current professional computerized accounting sector.
- 2.3 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of professional accounting and related matters.
- 2.4 **Accounting Programs:** First Party to conduct training programme for the students of Second Party on professional accounting in order to disseminate the information and make students attitude to go for Professional Accounting a career choice.
- 2.5 **Entrepreneurship Awareness Programme:** First Party to extend the necessary support to conduct Professional Accounting awareness programme to the students of the Second Party on emerging trends in Professional Accounting.

- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.7 There is no financial commitment on the part of the **DODANI & ASSOCIATES**, 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**

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 until it is expressly terminated by either Party on mutually agreed terms, during which period **DODANI & ASSOCIATES**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), 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 **DODANI & ASSOCIATES** and ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA) 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.

**DODANI & ASSOCIATES,**  
First Party

ADARSH ARTS AND COMMERCE COLLEGE,  
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 Desaiganj Wadsa. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Desaiganj**.

**AGREED:**

For **DODANI & ASSOCIATES**

**Professional Accountants**  
For, **DODANI & ASSOCIATES**  
**Professional Accountants**

Authorized Signatory

**SANTUMAL DODANI**  
(PROPRIETOR)

For ADARSH ARTS AND COMMERCE  
COLLEGE, DEAIKANJ (WADSA)

Authorized Signatory

**PRINCIPAL**  
Adarsh Arts & Commerce College,  
Desaiganj (Wadsa) Dist.- Gadchiroli

<b>DODANI &amp; ASSOCIATES</b> <b>Professional Accountants</b>	ADARSH ARTS AND COMMERCE COLLEGE, DEAIKANJ (WADSA)
Kamla Nagar, Sindhi Colony, Desaiganj (Wadsa), Dist- Gadchiroli- 441207	Desaiganj (Wadsa), Dist- Gadchiroli- 441207
Contact Details - Phone :9421855992 07137-272127	Phone: 07137-272554, 07137-273823, 9404818437, 8275286388
E-mails: vdodani@gmail.com	E-mails: adarsh_desaiganj@rediffmail.com
	Web: www.adarshcollegedesaiganj.edu.in



Witness 1: Vishal  
Vishal S. Dodani

Witness 2: H. M. Kamdi  
(Dr H. M. Kamdi)

Witness 3: Rajnish B. Meshram  
Rajnish B. Meshram

Witness 4: S. G. Cahane  
(Dr. S. G. Cahane)





**MEMORANDUM OF UNDERSTANDING (MoU)**



**BETWEEN**



**MAHARASHTRA CENTER FOR ENTREPRENEURSHIP  
DEVELOPMENT, (MCED)  
(AN AUTONOMOUS SOCIETY WORKING UNDER DIRECTORATE OF  
INDUSTRIES, GOVERNMENT OF MAHARASHTRA)  
A-38, MIDC AREA, NEAR RAILWAY STATION, AURANGABAD**

**&**



**ADARSH ARTS AND COMMERCE COLLEGE,  
DESAIGANJ (WADGAON), DIST- GADCHIROLI  
MAHARASHTRA, INDIA-441207**

**FOR**

**ENTREPRENEURSHIP TRAININGS & RESEARCH**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 09 day of October 2019, for organizing the entrepreneurship development activities by and between

**MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT, A-38, MIDC Area, Near Railway Station, Aurangabad- 431005** represented herein by its **Executive Director** (hereinafter referred as 'MCED', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

**ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), DIST- GADCHIROLI- 441207, the Second Party, and represented herein by its PRINCIPAL, Head, Name of Competent Authority / Representative,** (hereinafter referred to as "Second Party", organization 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 hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

A) First Party is a Higher Educational Institution named:

### **MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT**

- B) MCED & ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA) 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 Entrepreneurship Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), the Second Party is an educational institution belonging to the people, working for the people and being administered by the people.

F) ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), the Second Party is promoted by Dr. Shankar Gombumal Kukreja, Knnamwar Ward, Sindhi Kaloni, Desaiganj (Wdsa), Dist- Gadchiroli-441207.

G) ADARSH ARTS AND COMMERCE COLLEGE head office is situated at Desaiganj (Wadsa). Head office administers in all 03 faculties in the College at Desaiganj (Wadsa). The Governing authorities function for all the faculties from this office.

**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**. 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 entrepreneurial mindset which help student to decided entrepreneurship as a career choice keeping in mind the needs of the educational institute, 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 economic development of the country through establishing enterprises. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** First Party will give valuable inputs to the Second Party in designing teaching / training methodology and suitably customize the curriculum so that the students fit into the current entrepreneurial scenario meaningfully.
- 2.3 **Entrepreneurship Training & Visits:** Entrepreneurship training followed by industry visits will give an insight into the latest developments / requirements of startups / enterprise setup. The entrepreneurship training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to entrepreneurial career. The Second Party will provide its Labs & training halls for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Entrepreneurship**.
- 2.5 **Entrepreneurship Development Programs:** First Party to conduct training programme for the students of Second Party on entrepreneurship development in order to disseminate the information and make students attitude to go for entrepreneurship as a career choice.
- 2.6 **Entrepreneurship Awareness Programme:** First Party to extend the necessary support to conduct entrepreneurship awareness programme to the students of the Second Party on emerging trends in entrepreneurship.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training on entrepreneurship development.
- 2.8 **Udyojak Magazine:** Udyojak magazine is one of the tools for cultivating entrepreneurial culture in the society. Second party will help first party for

promoting **Udyojak** Magazine at large extent to serve the motto of magazine.

- 2.9 **Post Training support to Trained Students:** First Party will help actively for starting enterprise to the students of second party in terms of Business Plan Preparation, Marketing support, financial support from financial institutions, Design Support, Support for trial production, etc.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.11 There is no financial commitment on the part of the **MCED**, 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**

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 until it is expressly terminated by either Party on mutually agreed terms, during which period **MCED**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), 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 **MCED** and ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA) 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.

**MCED,**  
First Party

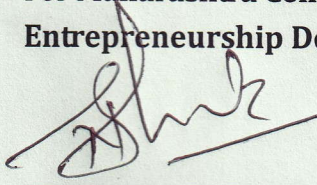
ADARSH ARTS AND COMMERCE COLLEGE,  
Second Party

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 **Aurangabad.**

**AGREED:**

For Maharashtra Centre for  
Entrepreneurship Development

For ADARSH ARTS AND COMMERCE  
COLLEGE, DEAIGANJ (WADSA)

  
Authorized Signatory  
महाराष्ट्र उद्योगिक विकास केंद्र  
वडचिरोली



  
PRINCIPAL  
Adarsh Arts & Commerce College,  
DesaiGANJ (Wadsa) Dist - Gadchiroli  
Authorized Signatory

Maharashtra Centre for  
Entrepreneurship Development (MCED),  
Aurangabad

ADARSH ARTS AND COMMERCE COLLEGE,  
DEAIGANJ (WADSA)

A-38, MIDC Area, Near Railway Station, Aurangabad- 431005	Desaiganj (Wadsa), Dist- Gadchiroli- 441207
Contact Details - MCED Gadchiroli. Mob.8275086578	Phone: 07137-272554, 07137-273823, 9404818437, 8275286388
E-mails: <a href="mailto:executivedirectormced1@gmail.com">executivedirectormced1@gmail.com</a>	E-mails: <a href="mailto:adarsh_desaiganj@rediffmail.com">adarsh_desaiganj@rediffmail.com</a>
Web: <a href="http://www.mced.in">www.mced.in</a>	Web: <a href="http://www.adarshcollegedesaiganj.edu.in">www.adarshcollegedesaiganj.edu.in</a>

Witness 1: *[Signature]*  
Khavind Berde.

Witness 2: *[Signature]*  
(Dr. Shriyam Grahame)

Witness 3:  
*[Signature]*  
(Pundlik W. Theungade)

Witness 4:



# MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT

An ISO 9001:2008 Certified Organization

An Autonomous society Working Under Directorate of Industries, Government of Maharashtra  
Distt. Office:- C/O District Industry Centre, MIDC Road, Gadchiroli.

MCED/PO/GAD/Tra/MOU/19-20/ 97

Date:- 04 /10/2019

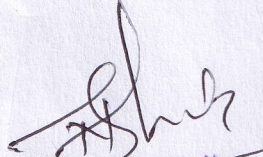
To,  
The Principle  
Adarsh Mahavidyalaya Wadsa

Subject. :- Memorandum of understanding (MOU) for Entrepreneurship Training & Research/E.D. Cell

Respected Sir,

Maharashtra Centre for Entrepreneurship Development (MCED) is an autonomous society working under the agencies of Directorate of Industries, Govt. of Maharashtra. It is an ISO 9001:2008 certified organization. MCED is pioneer in espousing social and economic Entrepreneurship it work as a facilitator and guide for creation and cultivation of the entrepreneurship sprite in the society. In view of this to create and develop entrepreneurial spirit amongst the college students, we are going to make like you. In reference to this please find enclose herewith draft for MOU between, MCED and your experience in the area of entrepreneurship development since 1988, you are requested to consider our proposal for making an MOU to establish E.D cell in your institute. With Next 3 Years, Vi FY 2019-2022 With detailed action plan of each financial years as per suitability of on mutual agreement basis as per MCED financial training norms,



  
प्रकल्प अधिकारी  
महाराष्ट्र केंद्र  
Project Officer  
MCED, Gadchiroli  
Mob No. 8275086578



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**ADARSH ARTS AND COMMERCE COLLEGE,**

**DESAIGANJ (WADSA), DIST- GADCHIROLI**

**MAHARASHTRA, INDIA-441207**

**AND**

**DISHA DIVYANG TALUKA SANGHATNA,**

**DESAIGANJ (WADSA), DIST- GADCHIROLI**

**FOR**

**SOCIAL WELFARE AND HEALTH-RELATED ACTIVITIES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 17 day of June, 2019, for organizing the social welfare and health-related activities by and between

ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), DIST- GADCHIROLI-441207, the First Party, and represented herein by its PRINCIPAL, Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", organization which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI, Pine code- 441207 represented herein by its Chairperson (hereinafter referred as 'DDTS', the institution 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 hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

A) First Party is a Higher Educational Institution named:

ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)

B) ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA) and DDTS 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 social welfare and health-related activities.

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

E) DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI, the Second Party is a non-government organization working

on various government schemes for and health-related issues among Divyangjans in Desaiganj Taluka and is administered by its Executive Body.

- F) **DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI**, the Second Party, is promoted by its Chairperson.
- G) **DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI**'s head office is situated at Desaiganj (Wadsa). It plans and executes various activities related to the health-related problems of Divyangjans in the region. It also works to spread various schemes of the government for the welfare of the Divyangjans.

**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 **area**. 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 the maintenance of health-related issues of Divyangjans in the region and will provide necessary infrastructure facilities to organize various meetings and gatherings to spread various government schemes for Divyangjans, keeping in mind the public welfare schemes run by 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 First Party, being an educational institution, can play a key role in helping Divyangjans by providing them necessary infrastructure and other facilities to come together to discuss their issues. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their social responsibilities.
- 2.2 **Welfare Schemes and Health Issues:** First Party will give valuable inputs and expertise, if necessary, to the Second Party in spreading various welfare government schemes and in designing various plans to organize health-related activities for Divyangjans in nearby villages.
- 2.3 **Mutual Cooperation:** Both the parties will consult with each other on the matters of mutual understanding where cooperation of the other is felt necessary. The First Party, being an educational institution, will provide necessary man power to the Second Party. The Second Party will invite the experts, if necessary from the First Party or from other sources, and will request to provide necessary man power to spread various welfare schemes for Divyangjans in the region.
- 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 **Adarsh Arts and Commerce College**, 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


Nothing contained in this MOU shall, by express grant, implication, Estoppels 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 until it is expressly terminated by either Party on mutually agreed terms, during which period **Adarsh Arts and Commerce College**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI**, 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 **Adarsh Arts and Commerce College** and **DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA), DIST GADCHIROLI** 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.

  
PRINCIPAL  
Adarsh Arts and Commerce College,  
Desaiganj (Wadsa), Gadchiroli  
First Party

  
DESAIGANJ  
Second Party  
तालुका वडसा

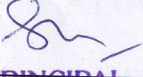
MEMORANDUM OF UNDERSTANDING (MoU)

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 Taluka Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Desaiganj**.

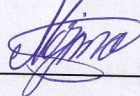
**AGREED:**

For ADARSH ARTS AND COMMERCE COLLEGE,

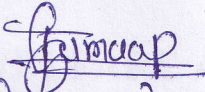
For DISHA DIVYANG TALUKA SANGHATNA,  
DESAIGANJ


  
PRINCIPAL  
Authorized Signatory  
Adarsh Arts & Commerce College,  
Desaiganj (Wadsa) Dist.- Gadchiroli

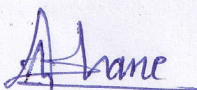


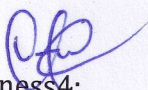
  
Authorized Signatory  
प्रमुख/सचिव  
दिशा अपंग संघटना  
तालुका वडसा

ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)	DISHA DIVYANG TALUKA SANGHATNA, DESAIGANJ (WADSA)
Desaiganj (Wadsa), Dist- Gadchiroli- 441207	Desaiganj (Wadsa), Dist- Gadchiroli- 441207
Contact Details - Phone: 07137-272554, 07137-273823, 9404818437, 8275286388	Phone:
E-mails: <a href="mailto:adarsh_desaiganj@rediffmail.com">adarsh_desaiganj@rediffmail.com</a>	E-mails:
Web: <a href="http://www.adarshcollegedesaignj.edu.in">www.adarshcollegedesaignj.edu.in</a>	Web:

Witness1:   
(शे.पि.नि. (मु.के))

Witness2:   
ज.ह.र. अ.श.र.प.

Witness3:   
(Dr. Shriham (Gahane))

Witness4:   
Dr. V. A. Chaudhan

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**ADARSH ARTS AND COMMERCE COLLEGE,  
DESAIGANJ (WADGAON), DIST- GADCHIROLI  
MAHARASHTRA, INDIA-441207**

**AND**

**AROGYA PRABODHINI, DESAIGANJ (WADGAON),  
DIST- GADCHIROLI**

**FOR**

**SOCIAL AND HEALTH-RELATED EXTRACURRICULAR  
AND EXTENSION ACTIVITIES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the <sup>15</sup> day of ~~April~~ 2019, for organizing the social and health-related extra-curricular activities by and between

**ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA), DIST- GADCHIROLI-441207**, the First Party, and represented herein by its PRINCIPAL, Head, Name of Competent Authority / Representative, (hereinafter referred to as "First Party", organization which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

**AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST GADCHIROLI, Pin code- 441207**, the Second Party represented herein by its **President** (hereinafter referred as 'APD', the institution 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 hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Higher Educational Institution named:  
**ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)**
- B) **ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)** and **APD** 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 social and health-related extra-curricular activities.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.



- E) **AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST- GADCHIROLI**, the Second Party, is a non-government organization practicing various health related issues among school-going children administered by its **President**.
- F) **AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST GADCHIROLI**, the Second Party, is promoted by its **Proprietor**.
- G) **AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST GADCHIROLI's** head office is situated at Desaignanj (Wadsa). It plans and executes various schemes for the health-related problems of children in the region. It also works to spread various schemes of the government for the welfare of the citizens.

**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 **area**. 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 the maintenance of health-related issues in the region and will provide necessary man power to spread various government schemes of public interest, keeping in mind the public welfare schemes run by 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 spreading various public welfare schemes among the citizens and helping the ADP authorities in health related issues. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their social responsibilities.
- 2.2 **Welfare Schemes and Health Issues:** First Party will give valuable inputs and expertise, if necessary, to the Second Party in spreading various welfare government schemes and in designing various plans to organize health-related activities in nearby villages, schools and colleges.
- 2.3 **Mutual Cooperation:** Both the parties will consult with each other on the matters of mutual understanding where cooperation of the other is felt necessary. The First Party, being an educational institution, will provide necessary man power to the Second Party. The Second Party will invite the experts, if necessary from the First Party, and will request to provide necessary man power to spread various welfare schemes in the region.
- 2.4 **Assistance in Health-related Issues:** Both Parties have agreed to carry out the joint activities on health-related issues for students learning in nearby Schools and in the College.
- 2.5 **Enrichment Programs:** First Party to conduct various educational enrichment programmes for the students with the Second Party in nearby schools.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

- 2.7 There is no financial commitment on the part of the **Adarsh Arts and Commerce College**, 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**

Nothing contained in this MOU shall, by express grant, implication, Estoppels 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.

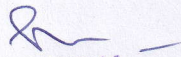
### **CLAUSE 4- VALIDITY**


- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Adarsh Arts and Commerce College**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST GADCHIROLI**, 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 **Adarsh Arts and Commerce College** and **AROGYA PRABODHINI, DESAIGANJ (WADSA), DIST GADCHIROLI** 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.

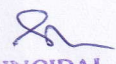
  
**PRINCIPAL**  
 ADARSH ARTS AND COMMERCE COLLEGE,  
 First Party  
 Desaiganj (Wadsa) Dist.- Gadchiroli

  
**AROGYA PRABODHINI**  
 Second Party  
 Amgaon (B) Desaiganj,  
 Dist. Gadchiroli.


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 Taluka Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Desaiganj**.

**AGREED:**

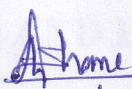
For ADARSH ARTS AND COMMERCE COLLEGE, For **AROGYA PRABODHINI, DESAIGANJ**

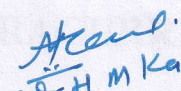
  
**PRINCIPAL**  
 Adarsh Arts & Commerce College  
 Desaiganj (Wadsa) Dist.- Gadchiroli  
 Authorized Signatory




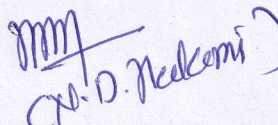
  
**AROGYA PRABODHINI**  
 Authorized Signatory  
 Desaiganj,  
 Dist. Gadchiroli.

ADARSH ARTS AND COMMERCE COLLEGE, DEAIGANJ (WADSA)	<b>AROGYA PRABODHINI, DESAIGANJ (WADSA)</b>
Desaiganj (Wadsa), Dist- Gadchiroli- 441207	Desaiganj (Wadsa), Dist- Gadchiroli- 441207
Contact Details - Phone: 07137-272554, 07137-273823, 9404818437, 8275286388	Phone: 9422834737
E-mails: <a href="mailto:adarsh_desaiganj@rediffmail.com">adarsh_desaiganj@rediffmail.com</a>	E-mail: <a href="mailto:suryaprakash_arogya@rediffmail.com">suryaprakash_arogya@rediffmail.com</a>
Web: <a href="http://www.adarshcollegedesaignj.edu.in">www.adarshcollegedesaignj.edu.in</a>	Web: <a href="http://www.arogyaprabodhini.org.in">www.arogyaprabodhini.org.in</a>

Witness- 1:   
 (Dr. S. G. Cochrane)

Witness- 2:   
 (Dr. H. M. Kamdi)

Witness- 3:   
 (Dr. H. B. Dhote)

Witness- 4:   
 (Dr. D. N. Nedkarni)

Nutan Shikshan Prasarak Mandal's

# ADARSH ARTS AND COMMERCE COLLEGE

DESAIGANJ (WADSA)

Dist. : Gadchiroli (M.S.) 441 207

**DR. H. M. KAMDJI**

M.A. (Eco.), M.Com., M.phil., Ph.D.

Offi. Principal



Fax No. : 07137-273823

(O) : 07137-272554

(R) : 07137-273330

Website : www.adarshcollegedesaijanj.com

E-mail : adarsh\_desaijanj@rediffmail.com

**NAAC Re-accredited : 'B' Grade CGPA 2.16**

Ref. No. : AMV/273/2018

Date : 28/06/2018

## MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS

We, the Principals of Adarsh Arts & Comm. College, Desaijanj (Wadsa), Dist, Gadchiroli. Maharashtra State and Shri Govindprabhu Arts College, Talodhi (Balapur), District – Chandrapur, do hereby execute a formal agreement/understanding from the academic Session 2018 - 19 for five Years for student exchange / Faculty exchange or with resource sharing for Research on 28/06/2018. This agreement / understanding is executed as per the guidelines of University Grants Commission and National Assessment and Accreditation Council, Bangalore to collaborate with other stakeholders of Higher Education for quality evaluation, promotion and sustenance of Higher Education.

The core areas of collaboration are as under :

1. Collaboration for student exchange and Faculty exchange
2. Resource sharing for Research.
3. Sharing of Library Resources.

Note:-

In case of any loss or damage to any property, the institution concerned will compensate the same.

*H. M. Kamdi*

Principal (o)

Adarsh Arts & Comm. College,  
Desaijanj (Wadsa)



*Shri Govindprabhu*

Principal

Shri Govindprabhu Arts College,  
Talodhi (Balapur), District – Chandrapur

Principal

Dr.S.S.Kawale  
M.A.(Eco), M.Com., D.B.M.,  
G.D.C. & A., Ph.D.  
Mo. No.9420143810



Kalayan Education Society's  
**Shri Govindprabhu  
Arts & Commerce College**  
(NAAC Accreditation by Grade 'C')  
Talodhi(Balapur) Ta-Nagbhid Dist-Chandrapur  
Ph No.07179-236088. Pin Code-441221

Website. [www.govindprabhucollege.com](http://www.govindprabhucollege.com)

[principalsgpmv@gmail.com](mailto:principalsgpmv@gmail.com) / [principal\\_sgpmv@rediffmail.com](mailto:principal_sgpmv@rediffmail.com)

Ref. No. 872/B/SGPMVT/2018

Date:- 28/06/2018

### MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS

We, the Principals of Shri Govindprabhu Arts and commerce college, Talodhi (Balapur), Ta. Nagbhid, Dist. Chandrapur, Maharashtra State, and Adarsh Arts and Commerce College, Desaiganj (Wadsa), Dist. Gadchiroli, do hereby execute a formal agreement/understanding from the academic session 2018-2019 for five years for students exchange / faculty exchange or with resource sharing for research on 28/06/2018. This agreement/ understanding is executed as per the guidelines of University Grant Commission and National Assessment and Accreditation Council, Bangalore to Collaborate with other Stake holders of Higher Education for Quality Evaluation, Promotion and Sustenance of Higher Education.

The Core Areas of Collaboration are as under:

1. Collaboration for students exchange and Faculty exchange.
2. Resource Sharing for research.
3. Sharing of Library Resources.

Note:

In case of any loss or damage to any property, the Institution concerned will compensate the same.

Principal

Shri Govindprabhu Arts & Comm. College  
Talodhi (Balapur)



Principal

Adarsh Arts & Comm. College,  
Desaiganj (Wadsa)

# DR. BABASAHEB AMBEDKAR COLLEGE OF ARTS, COMMERCE & SCIENCE

(NAAC Re - accredited 'B')

Dr. AZIZUL HAQUE

M.A. (Eng.) Ph.D.

Principal



BRAMHAPURI

Distt. Chandrapur (M.S.)

Tel : (07177) (O) 272066, (R) 272077

Fax : (07177)272066

E.Mail : dba.college@gmail.com

Web : www.dbacbpuri.in

Ref.No. BAC/ 329/2017

Date : 10/08/2017

## MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS

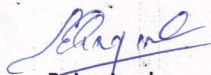
We, the Principals of, Dr, Babasaheb Ambedkar Mahavidyalaya, Bramhapuri, District – Chandrapur and Adarsh Arts and Commerce College , Desaijanj (Wadsa) Dist- Gadchiroli . Maharashtra State, do hereby execute a formal agreement/understanding from the academic Session 2017 - 18 for five Years for student exchange / Faculty exchange or with resource sharing for Research on 10/08/2017. This agreement / understanding is executed as per the guidelines of University Grants Commission and National Assessment and Accreditation Council, Bangalore to collaborate with other stakeholders of Higher Education for quality evaluation, promotion and sustenance of Higher Education.

The core areas of collaboration are as under:

1. Collaboration for student exchange and Faculty exchange
2. Inter-Library Loan/ Resource sharing for Research.
3. Sharing of Library Resources.

**Note:-**

In case of any loss or damage to any property, the institution concerned will compensate the same.

  
Principal

Dr, Babasaheb Ambedkar Mahavidyalaya  
Bramhapuri

**Principal**  
Dr. Babasaheb Ambedkar Mahavidyalaya  
Bramhapuri

  
Principal

Adarsh Arts and Commerce College  
Desaijanj (Wadsa)

**OFFICIATING PRINCIPAL**  
Adarsh Art's & Commerce College  
Desaijanj (wadsa) Dist. Gadchiroli

Nutan Shikshan Prasarak Mandal's

# ADARSH ARTS AND COMMERCE COLLEGE

DESAIGANJ (WADSA)

Dist. : Gadchiroli (M.S.) 441 207

**DR. H. M. KAMDJI**

M.A. (Eco.), M.Com., M.Phil., Ph.D.

Offi. Principal



Fax No. : 07137-273823

(O) : 07137-272554

(R) : 07137-273330

Website : www.adarshcollegedesaijanj.com

E-mail : adarsh\_desaijanj@rediffmail.com

NAAC Re-accredited : 'B' Grade CGPA 2.16

Ref. No. : Amv/296/A/17

Date : 10/08/2017

## MEMORANDUM OF UNDERSTANDING FOR QUALITY ENHANCEMENT OF HIGHER EDUCATIONAL INSTITUTIONS

We, the Principals of Adarsh Arts & Comm. College, Desaijanj (Wadsa), Dist, Gadchiroli. Maharashtra State and Dr, Babasaheb Ambedkar Mahavidyalaya, Bramhapuri, District – Chandrapur, do hereby execute a formal agreement/understanding from the academic Session 2017 - 18 for five Years for student exchange / Faculty exchange or with resource sharing for Research on 10/08/2017. This agreement / understanding is executed as per the guidelines of University Grants Commission and National Assessment and Accreditation Council, Bangalore to collaborate with other stakeholders of Higher Education for quality evaluation, promotion and sustenance of Higher Education.

The core areas of collaboration are as under :

1. Collaboration for student exchange and Faculty exchange
2. Resource sharing for Research.
3. Sharing of Library Resources.

Note:-

In case of any loss or damage to any property, the institution concerned will compensate the same.

Principal  
Adarsh Arts & Comm. College,  
Desaijanj(Wadsa)

*Amv*  
**OFFICIATING PRINCIPAL**  
Adarsh Art's & Commerce College  
Desaijanj (wadsa) Dist. Gadchiroli

*Bhagat*  
Principal  
Dr. Babasaheb Ambedkar College,  
Bramhapuri  
**Principal**  
Dr. Babasaheb Ambedkar College  
Bramhapuri



Nutan Shikshan Prasarak Mandal's

# ADARSH ARTS AND COMMERCE COLLEGE



DESAIGANJ (WADSA)

Dist. : Gadchiroli (M.S.) 441 207

Website : www.adarshcollegedesaignanj.com

E-mail : adarsh\_desaignanj@rediffmail.com

Re-accredited by NAAC 'B' Grade

DR. H. M. KAMDJI

M.A. (Eco.), M.Com., M.phil., Ph.D.

Offi. Principal

Fax No. : 07137-273823

(O) : 07137-272554

(R) : 07137-273330

Ref. No. : Amc/229 A/16  
To,

Date : 12/07/2016

The Principal,  
Nevjabai Hitkarini College  
Bramhapuri, Dist- Chandrapur

**Subject : - MOU for development of academic Cooperation with your institution.**

Dear Sir,

It is my great pleasure to inform you that our college recognized the importance of research and academic development in the rural areas as well as imparting the basic and adequate knowledge sharing to the Under graduate students of Faculty of Arts and commerce .

Therefore we need your consideration of mutual understanding for pursuing research and knowledge sharing, hence we want to develop academic co-operation through MOU with your esteemed organization.

Thanking You.



*H. M. Kamdi*  
OFFICIATING PRINCIPAL  
Adarsh Arts and Commerce College,  
Desaignanj (Wadga) Dist. Gadchiroli

Nevjabai Hitkarini Education Society's  
**NEVJABAI HITKARINI COLLEGE**

Research Centre, PG,UG, Junior College - in Arts, Com. & Science; and HSC Voc.

BRAMHAPURI-441 206, Distt.: CHANDRAPUR (M.S.)

NAAC Re-accredited Grade 'B' : CGPA 2.86

UGC 2(F) & 12(B); ISO 9001:2015



यावे ज्ञानासाठी, निघावे सेवेसाठी

Email : nhcbramhapuri@rediffmail.com

drns.kokode@gmail.com

Fax : 07177-272033

Ph. : (07177) 272033, 273293 (Off.)  
272044 (Res.)

Web. : www.nhcb.in

**Dr.N.S.Kokode**

M.Sc., M.Phil., Ph.D. (Phy.), D.C.O.S.

**PRINCIPAL**

*Ref. No.*

To,

The Principal,

Adarsh Arts and Commerce College,

Desaiganj, Dist : Gadchiroli

*Date* 17/07/2016

**Reference : Your letter no. AmV/229A/16 dated 12/07/2016.**

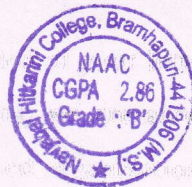
**Subject: - Acceptance letter for development of academic Cooperation with your institute.**

Dear Sir,

As per your letter no. AmV/229A/16 its my great pleasure to inform you that our college also recognized the importance of research and academic development in the rural areas as well as imparting the basic and adequate knowledge sharing to the Under graduate students of Faculty of Arts and Commerce.

Therefore in consideration of your letter the mutual understanding for pursuing research and knowledge sharing, we are accepting proposal of academic co-operation through MOU with your esteemed organization.

Thanking You.



*[Signature]*  
**Principal**  
Nevjabai Hitkarini College  
Bramhapuri dist. Chandrapur  
Bramhapuri

Nevjabai Hitkarini Education Society's  
**NEVJABAI HITKARINI COLLEGE**

Research Centre, PG,UG, Junior College - in Arts, Com. & Science; and HSC Voc.

BRAMHAPURI-441 206, Distt.: CHANDRAPUR (M.S.)

NAAC Re-accredited Grade 'B' : CGPA 2.86

UGC 2(F) & 12(B); ISO 9001:2015



Email : nhcbramhapuri@rediffmail.com

drns.kokode@gmail.com

Fax : 07177-272033

Ph. : (07177) 272033, 273293 (Off.)  
272044 (Res.)

Web. : www.nhcb.in

**Dr.N.S.Kokode**

M.Sc., M.Phil., Ph.D.(Phy.), D.C.O.S.

**PRINCIPAL**

यावे ज्ञानासाठी, निघावे सेवेसाठी

**Memorandum of Understanding**

*Ref.No.*

**For The Development Of Academic Co-Operation**

*Date*

Between

**Adarsh Arts and Commerce College, Desaiganj, Dist : Gadchiroli**

**&**

**Nevjabai Hitkarini College, Bramhapuri Dist- Chandrapur**

Adarsh Arts and Commerce College, Desaiganj, Dist : Gadchiroli & Nevjabai Hitkarini College Bramhapuri, Dist- Chandrapur, now recognizing the importance of research and academic development in the tribal and rural areas. The general objective of this Memorandum of Understanding (MOU) is to stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual life and cultural development on both campuses. Therefore, Adarsh Arts and Commerce College, Desaiganj, Dist : Gadchiroli & Nevjabai Hitkarini College Bramhapuri, Dist- Chandrapur, shall encourage interactions between the students and faculty members in support of their mutual interests in the field of education and research.

Based on the principles of mutual benefit and respect for each other's independence, the two institutions will foster:

- Faculty Exchanges
- Joint Research Activities;
- Exchanges of Academic Materials.

**The two educational institutions will :**

- Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests
- Have practical training at **Adarsh Arts and Commerce College, Desaignanj, Dist : Gadchiroli & Nevjabai Hitkarini College Bramhapuri, Dist- Chandrapur,** depending on the nature of work as per rules of the institute, facilities and requirements.
- Joint guidance of student projects in Faculty of Arts, Faculty of Commerce and other research areas of national interest on mutually agreeable terms.
- Endeavour the visits of students to **Adarsh Arts and Commerce College, Desaignanj, Dist : Gadchiroli & Nevjabai Hitkarini College Bramhapuri, Dist- Chandrapur** to provide them with an exposure to various study materials etc.

The parties to this MoU undertake to treat as **CONFIDENTIAL AND PRIVILEGED** information of the other institution, which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

This MoU shall require the ratification of the competent academic/executive body of both the institutions.

1. In order to carry out the above activities, a detailed plan may be agreed to upon consultation between the two institutions.
2. It is implicit that every activity undertaken under this agreement is approved by the appropriate officials at each institution and must fall within each institution's academic and fiscal constraints.
3. This agreement will take effect from the date of its signing and shall be valid initially for **05 year** period from that date unless sooner terminated, revoked or modified by mutual written agreement between the Parties, and may be extended

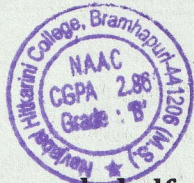
by mutual written agreement. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.



*H. Kamdi*  
OFFICIATING PRINCIPAL  
Adarsh Art's Commerce College  
Desaiganj (Wadsa) Dist. Gadchiroli

**Authorized Signatory on behalf of Adarsh Arts and Commerce College,  
Desaiganj, Dist : Gadchiroli**

1<sup>st</sup> Partner Name : Adarsh Arts and Commerce College, Desaiganj, Dist :  
Gadchiroli  
Partner representative : Dr. H. M. Kamdi  
Position : Offi. Principal  
Address : Adarsh Arts and Commerce College, Desaiganj, Dist :  
Gadchiroli -441207  
Telephone : +91-7137272554,  
E-mail : adarsh\_desaiganj@rediffmail.com



*N. S. Kokode*  
PRINCIPAL  
Nevjabai Hitkarini College  
Bramhapuri dist. Chandrapur

**Authorized signatory on behalf of Nevjabai Hitkarini College, Bramhapuri**

2<sup>nd</sup> Partner Name : Nevjabai Hitkarini College, Bramhapuri,  
Dist- Chandrapur  
Partner representative : Dr. N. S. Kokode  
Position : Principal  
Address : Nevjabai Hitkarini College Bramhapuri, Dist- Chandrapur-  
441206  
Telephone : +91-7177272033, 273293 (off.)  
Fax : +91-7177-272033  
E-mail : nhcbramhapuri@rediffmail.com , drns.kokode@gmail.com

**Date – 18/07/2016.**

**Place: Bramhapuri**