

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Department of English
ARTS, COMMERCE AND SCIENCE COLLEGE**

KIRAN NAGAR, AMRAVATI – 444606
Phone & Fax: 0721-2540793

AND

Sadashanti BalGruh

Registration No. Maha/183/AMT

(Under the aegis of Bahu-Uddheshiy Aarogya va Samajkalyan Sanstha)

Contact No. 9823896913

Wrundavan Colony, Camp Road
Amravati 444 601

FOR

**Promotion and Cultivation of Reading habit among
Schoolchildren from Disadvantaged Background**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the Fifteenth day of July Two Thousand and Seventeen (10-11-2017), which is entitled as **Promotion and Cultivation of Reading habit among Schoolchildren from Disadvantaged Background** by and between

Department of English, Arts, Commerce & Science College, Kiran Nagar, Amravati - 444606, through Principal hereinafter referred to as 'First Party' signed by Principal of the College.

AND

Sadashanti BalGruh Vrundavan Colony, Camp Road
Amravati 444 602 hereinafter referred to as "Second Party".

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

A) First Party is a Department of Higher Educational Institution named:

(i) **Department of English, ARTS, COMMERCE, & SCIENCE COLLEGE, KIRAN NAGAR, AMRAVATI, (MAHARASHTRA) 444606**

(ii) **The programs shall be conducted under the aegis of English Literary Society—a student body of the department.**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective interaction 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 the area of Teaching, Learning and mobilizing learning resources for the benefits of orphan children.

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

E) Sadashanti BalGruh the Second Party is engaged in the Education and Human Development through its Schooling business.

F) Sadashanti BalGruh, the Second Party is promoted under Society Registration Act 1960 of which the governing body is **Bahu-Uddheshiy Aarogya va Samajkalyan Sanstha, Amravati**, its Society is addressed as thereof through President with address as Vrundavan Colony, Camp Road Amravati 444 602

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

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable learning systems, keeping in mind the needs of 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 Both parties believe that close co-operation between the two would be of major benefit to the student community in general and orphan kids in particular to enhance their learning sense and knowledge.
- 2.2 Second Party will give valuable inputs to the First Party in developing library and reading-rooms of the second party.
- 2.3 For association to build confidence and prepare the students to have a smooth transition from academic to working career. The First Party will provide its students/teachers/library Workshops / to the orphan kids for the purpose of reading and learning skills.
- 2.4 Guest talks and story telling sessions and poetry reciting sessions may be organized by First / Second Party to extend the necessary support to deliver skills to the students of the Second Party.
- 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 Name of institution, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt through proper process, if required.

CLAUSE 3

INTELLECTUAL PROPERTY

- 3.1 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 MoU /Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms i.e. till breach of draft or till any point related to validation of the clauses.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

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 Amravati.

AGREED:

Principal

(For Department of English)

Arts, Commerce & Science College,
Kiran Nagar, Amravati

Address: Kiran Nagar,
Amravati 444606

E-mails:

principal@narsammaacsc.org,

nakulgawande@hotmail.com

Witness 1:

Witness 3:

Principal

Arts, Commerce & Science College
Kiran Nagar, AMRAVATI.

For Sadashanti BalGruh

Vrundavan Colony, University

Road Camp Amravati, 444602

as "Second Party".

E-mails:

sadashantibalgruh@gmail.com

Witness 2:

Witness 4: