



ARTS, COMMERCE & SCIENCE COLLEGE, HINGOLI

Akola Road, Hingoli Dist. Hingoli - 431513 (Maharashtra)
(Affiliated to Swami Ramanand Teerth Marathwada University, Nanded)

Accredited By NAAC (B⁺)

Shri. Kamalkishorji Kabra
President

Shri. Ramchandraji Kayal
Secretary

Prof. Dr. Vilas Aghav
Principal

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Ref.No. AES/20

Date :- 01 / 10 / 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1st day of October 2023 and it is valid up to 30th September 2028 (5 Years)

BETWEEN

Research Centre, Department of Zoology, Adarsh Education Society's Arts, Commerce and Science College, Hingoli - 431 513, Maharashtra (First Party)

AND

Research Centre, Department of Zoology, Shri Shivaji Vidya Prasarak Sanstha's Late Karmaveer Dr. P. R. Ghogrey Science College, Deopur, Dhule - 424 005, Maharashtra (Second Party)

BACKGROUND

- A. Each of the Party owns and operates facilities for the provision of
 - a. Student and Faculty Exchange
 - b. Research Project Guidance
 - c. Sharing Library Resources
 - d. Legal Aid Clinic Camp
 - e. Collaborative participation in Extension Activities
- B. The Parties currently have an arrangement with each other with respect to the training, borrowing, and making awareness of Knowledge material that each Member Council owns together with resource sharing and the running and maintenance of a shared resources and knowledge.

- C. Each of the Party agrees that the MOU shall be collectively known as **“Research, Scientific Literary, Linguistic, and Legal Services to the Students and Society Stakeholders”**.
- D. The Parties desire to formalize their agreement and understanding in relation to the Network and have agreed to enter into this Memorandum of Understanding in this regard. However, the Parties agree that this Memorandum shall not create any legal obligations and whilst recognizing that there are no enforceable obligations between them. The Parties agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.

AND THE PARTIES AGREE:

1.1 Interpretation

- 1.1.1 The Background set out above forms part of this Memorandum and the Party agree that the Background is true and accurate.
- 1.1.2 Unless the contrary intention appears:
- 1.1.2.1 Words noting the singular shall include the plural and vice versa.
- 1.1.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
- 1.1.2.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently enforce at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution therefore.
- 1.1.2.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.
- 1.1.2.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.

2. Term

- 2.1 The term of this Memorandum shall be five (5) years commencing on **01/10/2023** and expiring on the **30/09/2028**, unless otherwise agreed or extended by the Party in writing.
- 2.2 The term shall be reviewed by the Party not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.

3. **Negotiate in Good Faith**

The Party agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.

4. **The Party Obligations**

The Parties agree that each of them shall have the following obligations in respect of **"Research, Scientific Literary, linguistic and legal Services to the Students and Societies Stakeholder."**

4.1 **Second Party (Administer)**

On behalf of the Other Member Councils, the Second party agrees;

4.1.1 **Administration**

4.1.1.1 to administer the work in accordance with this Memorandum and the Operating Guidelines; and

4.1.1.2 to be accountable to the other party in a manner determined for the administration of the MOU and the facilitation of the MOU;

4.1.2 **Finances**

4.1.2.1 Network Costs and the Administration Cost is ~~made~~ to administer (Second Party)

4.1.2.2 to prepare with the assistance from the Other Member Councils, in accordance with this Memorandum, the budgets for the Network; and

4.1.2.3 to meet all auditing requirements for all monies received and paid for in relation to the Network;

4.1.3 **Membership of the Committee**

4.1.3.1 the Chief Executive Officer or delegated officer is a Principal and the nominee to the Committee is a Concern Research Centre Co-Ordinator;

4.1.3.2 to appoint a representative (Should be a Faculty of Concern Department) from each party;

4.2 **All Member Councils**

The Party agree:

4.2.1 **Reporting**

To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of the MOU.

4.2.2 The Committee shall at its first meeting (and annually thereafter) appoint amongst the representatives a Chairperson who shall hold office

for a term of one (1) year but is eligible for reappointment for a further term, unless he/she resigns in which case the Committee shall appoint a new Chairperson to chair the meetings.

- 4.2.3 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

5. **Operational Guidelines**

- 5.1 Upon execution of this Memorandum, the Chief Executive Officer or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable of amending from time to time as the Chief Executive Officers or delegates see fit.
- 5.2 Notwithstanding the provisions of this Memorandum, the Party agree that the Operational Guidelines shall be the operative document that facilitates the operational management of the MOU.
- 5.3 The Party shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- 5.4 The Parties agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

The Parties agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by all the Member Councils.


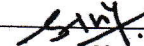
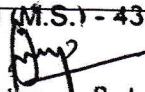
6. **Liability**

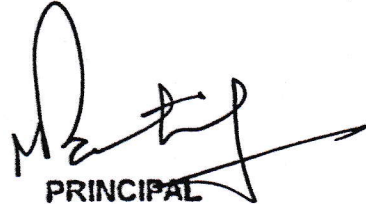
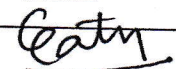

- 6.1 The **Second Party** shall indemnify and keep indemnified the other Party against all actions, costs, claims, damages, charges in respect of injury, loss or damage resulting from any negligent act or omission of The **First Party** Council;

7. **Acknowledgement**

The Party acknowledge and agree that each of the Party may in its own right engage the other Member Council staff for their services; however, any agreed costs incurred by the Council in doing so shall be borne solely by the respective Party.

EXECUTED as a Memorandum of Understanding

<p>THE SEAL of THE First Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p> <p>Name: Dr. Vilas B. Aghav Principal Adarsh Education Society's Arts, Com. & Science College, Hingoli</p>	<p align="center"> PRINCIPAL Adarsh Education Society's Art, Commerce & Science College HINGOLI-431 513 (MS)</p>
<p>Name: Dr. Sachin L. Patki IQAC Co-Ordinator Adarsh Education Society's ACS College, Hingoli</p>	<p align="center"> Co-ordinator IQAC Adarsh Education Society's Art's Commerce & Science College HINGOLI (M.S.) - 431 513</p>
<p>Name: Dr. Prashantkumar Joshi Co-Ordinator, Research Centre, Department of Zoology Adarsh Education Society's ACS College, Hingoli</p>	<p align="center"> Dr. Prashantkumar P. Joshi (M.Sc., Ph.D.) Associate Professor & Research Guide Research Centre in Zoology Adarsh Education Society's Arts, Commerce and Science College, Hingoli-431513 (M.S.)</p>

<p>THE SEAL of the Second Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p> <p>Name: Dr. M. V. Patil Principal S. S. V. P. Sanstha's L. K. Dr. P. R. Ghogrey Science College, Dhule</p>	<p align="center"> PRINCIPAL S.S.V.P.Sanstha's Late Karmveer Dr.P.R.Ghogrey Science College, Dhule.</p>
<p>Name: Dr. C. B. Patil IQAC Co-Ordinator S. S. V. P. Sanstha's L. K. Dr. P. R. Ghogrey Science College, Dhule</p>	<p align="center"> IQAC CO-ORDINATOR S.S.V.P.Sanstha's Late Karmveer Dr.P.R.Ghogrey Science College,Dhule</p>
<p>Name: Dr. P. N. Mahale Associate Professor Department of Zoology S. S. V. P. Sanstha's L. K. Dr. P. R. Ghogrey Science College, Dhule</p>	<p align="center"> CO-ORDINATOR S.S.V.P.Sanstha's Late Karmveer Dr.P.R.Ghogrey Science College,Dhule</p>
