

Memorandum of Understanding

Between

Sangola College, Sangola

Dist: Solapur – 413307 Maharashtra

(Affiliated to Punyashlok Ahilyadevi Holkar Solapur

University, Solapur)

and

Bharatiya Stree Shakti

Santacruz (East), Mumbai- 400 098 **Branch- Sangola**

27th September 2021

MEMORANDUM OF UNDERSTANDING



Sangola College, Sangola Dist: Solapur – 413307 Maharashtra (Affiliated to Punyashlok Ahilyadevi Holkar Solapur University, Solapur) (hereinafter referred to as 'First Party' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the FIRST PARTY);

AND

Bharatiya Stree Shakti, Mumbai, Branch- Sangola (hereinafter referred to as 'Second Party' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the SECOND PARTY.)

Sangola College, Sangola and Bharatiya Stree Shakti, Mumbai, Branch-Sangola are hereinafter collectively referred to as 'Parties' and individually as 'Party'.

WHEREAS FIRST PARTY Sangola College, Sangola is a (Affiliated to Punyashlok Ahilyadevi Holkar Solapur University, Solapur) under the Government of Maharashtra, having its head office and educational campus at Jat Road Sangola-413007.

WHEREAS SECOND PARTY Bharatiya Stree Shakti, Santacruz (East), Mumbai, Branch-Sangola

Now this memorandum of understanding witnessed and it is hereby agreed by and between the parties hereto as follows:

Objective

- To work together for equality and justice
- To create awareness for empowerment of women
- To work for awareness of legal aids.

Strategic areas of cooperation

The main areas of cooperation are as follows,

- To invite experts for training and guidance for empowerment of women.
- To organize conferences, seminar and symposia.
- To share information and communication resources for mutual benefit.

Financial Implications

It is agreed between the Parties that in undertaking the obligations or provisions of this Memorandum of Understanding, no financial implications or consequences shall be created or borne by the First Party (Sangola College, Sangola). The Parties shall bear their respective costs of carrying out the collaborative activities envisaged under this understanding. Neither party shall make a claim against the other party for any expenditure, unless such expenditure has been agreed upon in writing between the Parties.

Coordination and Periodic Monitoring

A Standing Collaborative Committee (SCC) has been constituted with members from Sangola College, Sangola and Bharatiya Stree Shakti, Mumbai, Branch- Sangola as under to ensure implementation of this MoU. SCC will be chaired by the Principal or their nominee.

Standing Collaborative Committee (SCC):

Sangola College, Sangola	Bharatiya Stree Shakti, Mumbai,
	Branch- Sangola
Principal Dr. Mahusudan Bachute	Adv. Rajeshwari Kedar (Dalvi)
Chairman	President, Maitreen Kutumb Salla Kendra
Dr. Tanaji Mane,	Mrs. Manisha Bhosekar,
Coordinator, IQAC	Member, Maitreen Kutumb Salla Kendra
Dr. Chitra Jambhale	
Coordinator ICC	

SCC will review the progress of the work periodically; at least twice a year.

Confidentiality

a. Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.

- b. Both Parties shall hold, in strict confidence, any and all information (including but not limited to any personal information, Students' Information, intellectual property rights, etc.) made available or known to it in pursuance of this MoU regardless of the form thereof (including documents, magnetic tapes, electronic data, and whether or not being indicated as confidential), and shall not reveal or share such Confidential Information to any other third parties or disclose the Confidential Information without prior written consent of the disclosing Party, except for such information (excluding any personal information) which falls under any of the following items:
 - i. information which has already entered into the public domain before the disclosure thereof;
 - ii. information which enters into the public domain after the disclosure through no fault of either Party hereunder;

Indemnity

Both Parties agree and undertake to indemnify, defend and hold harmless the other Party against all losses, liabilities, claims and damages, costs and expenses, whatsoever suffered or incurred arising out of or in connection with or as a consequence of a breach or non-performance of obligations, provisions or covenants under this Memorandum of Understanding.

Intellectual Property

- a. Both Parties agree and undertake that they shall not use any intellectual property including copyright, patents, trade secrets, rights in computer software, domain names and trademarks belonging to the other Party.
- b. Notwithstanding the above, the Second Party specifically agrees that it shall not use the logo or trademark belonging to the First Party in any manner whatsoever, without the prior written consent of the First Party.
- c. However, it is agreed that all intellectual property rights arising by way of joint-ownership of both the Parties will not require any prior consent (written or otherwise) of the other Party prior to its use.

Governing Law

This Memorandum of Understanding shall be governed and construed in accordance with the Laws of India.

Dispute Resolution

The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this Memorandum of Understanding or its interpretation will be submitted for amicable resolution by the Parties. In the event that the Parties do not resolve the dispute within a

maximum period of 60 (Sixty) Business Days from the date of the initial request for a meeting between the Parties to resolve the dispute, such dispute will be submitted to the Principal, Sangola College, Sangola whose decision shall be final and binding on both parties.

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Amendment

Any amendment or modifications of the terms of this Memorandum of Understanding shall be valid only if executed in writing by the Parties.

Validity

This Memorandum of Understanding shall be valid for a period of three years from the date of its execution. The term of the Memorandum of Understanding can be extended by mutual consent of the Parties.

Termination

Either of the Parties shall terminate the MoU without cause by giving 3 month's notice in writing to other party. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the Program to which the students have been admitted before the date of servicing the notice of termination.

Assignment

Neither Party shall be entitled to transfer or assign or outsource, whether in part or full, any rights and/ or obligations hereunder without the prior written consent of the other Party.

Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance impossible.

Counterparts

This Memorandum of Understanding shall be executed in 2 (two) counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF FOR AND ON BEHALF OF Sangola College, Sangola Bharatiya Stree Shakti, Mumbai, Dist: Solapur – 413307 Maharashtra Branch: Sangola Signature Signature Name: Dr. Madhusudan Bachute Name: Adv. Rajeshwari Kedar (Dalvi) Designation: Principal Designation: President Bhartiya Stree Shakti's Place: Sangola Sangola College, Sangola Place: Sangola Date: 27.09.2021 Maitrin Kutumb Salla Kendra Date: 27.09.2021Tal. Sangola Dist. Solapur Sangola Branch, Dist. solapur Witness-1 Witness-1 M M Bhosekar SANGOLA Soy V. A. KWKas Witness-Witness-2