



महाराष्ट्र MAHARASHTRA

2021

ZC 273151

सा.क. 2480 दिनांक - 93/9/2022

श्री. अन्नपुर्णा फाउंडेशन सोलापूर जयहिंद फूड बँक

रुपये 900 चा जनरल स्टॅम्प मागितलेवरून दत्ते अतीश तामोटी

रुपये 900 चा व भरतीस

रुपये 900 चा जनरल स्टॅम्प

स्टॅम्प — या कारणाकरीता दिला.



श्री. राजकुमार श्रीराम गुजर

मुद्रांक विक्रेता, ८८२, न्यू पाव्हा पेठ, सोलापूर.

परवाना क्र. ९९ सन २०००

फोन नं. २५११०२३, मोबाईल नं. ९८९०६२२५८१

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN

School of Commerce and Management
Punyashlok Ahilyadevi Holkar Solapur University,
Solapur.

&

Annapurna Foundation, Solapur's
Jai Hind Food Bank, Solapur
FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
VALUES and HUMANITY, CSR ACTIVITIES

Handwritten signature

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 15TH DAY OF – January 15, 2022 – TWO THOUSAND AND TWENTYTWO by and between **School of Commerce and Management, Punyashlok Ahilyadevi Holkar Solapur University, Solapur**, **THE FIRST PARTY** represented herein by its **Name of Competent Authority / Representative** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Annapurna Foundation Solapur's Jai Hind Food Bank **THE SECOND PARTY**, and represented herein by its Zonal / Divisional Head, **Name of Competent Authority / Representative**, (hereinafter referred to as "Second Party", company 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:
School of Commerce and Management, Punyashlok Ahilyadevi Holkar Solapur University, Solapur
- B) First Party & Second Party 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 Skill Based Training, Education and CSR activities .
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Annapurna Foundation, Solapur's Jai Hind Food Bank**, the Second Party is engaged in Business, CSR Activity, Education and donation camps Services in the fields of **CSR and hunger free India drive** and related fields
- F) **Annapurna Foundation, Solapur's Jai Hind Food Bank**, the Second Party is promoted by Annapurna Foundation, Solapur's Jai Hind Food Bank, Solapur.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

Abhishek

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 teaching / training systems, keeping in mind the needs of the industry, 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 CSR activity of the second party. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their personality development skills and knowledge.
- 2.2 The Second Party will provide platform for the hands-on training of the learners enrolled with the First Party.
- 2.3 The Second Party will engage the students enrolled with the first party for various camps, donation activities, community based activities and social activities.
- 2.4 **Joint activities** Both Parties have agreed to carry out the joint activities in the fields of community services
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the Social activities and CSR trends and in house requirements.
- 2.6 There is no financial commitment on the part of the **School of Commerce and Management, Punyashlok Ahilyadevi Holkar Solapur University, Solapur**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

~~Tamshetti~~

[Handwritten Signature]

**CLAUSE 3
INTELLECTUAL PROPERTY**

3.1 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 for 2 years, until it is expressly terminated by either Party on mutually agreed terms, during which period **Annapurna Foundation, Solapur's Jai Hind Food Bank**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner or Annapurna Foundation Solapur's Jai Hind Food Bank**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

**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 Solapur.

Stamp

Signature

AGREED:

For Name of Institution

Authorized Signatory

For Name of Industry

Authorized Signatory



Name of Institution	Name of Industry
Address Solapur Pune National Highway, Kegaon, Solapur, Maharashtra 413255	Address 34/2/20, New Paccha Peth, Ashok Chowk Solapur.
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Web http://sus.ac.in	Web http://www.jaihindfoodbank.com/

Witness 1: Dr. R.S. Dabale

Witness 2:

Aniket Ambarnath Saravade

Witness 3: Dr. S.B. Kulkarni

Witness 4:

Dr. Amol Gajdhane