

Rajarshi Shahu Mahavidyalaya (Autonomous),

Near Central Bus Stand, Chandra Nagar, Latur-413512 (Maharashtra)

Affiliated To Swami Ramanand Teerth Marathwada University, Nanded

Arts, Commerce, Science, Comp. Sci. & I.T., Biotechnology and B. Voc.

NAAC Accredited B** Grade (3rd Cycle) with CGPA 2.99

Dr. Gopalrao Patil President Anirudh Jadhav Secretary Dr. Mahadev Gavhane Principal

MEMORANDUM OF UNDERSTANDING

ROTARY RESEARCH AND EXTENSION CENTRE FOR MILK, SOIL & WATER

This Memorandum of Understanding (hereinafter called as MoU) is entered into on this the day of 27 June 2022 by and between Rotary Club of Latur Midtown Charitable Trust, Latur (hereinafter referred as "First Party")

Rajarshi Shahu Mahavidyalaya (Autonomous) Latur, affiliated with Shri Shiv Chatrapati Shikshan Sanstha (hereinafter referred to as "Second Party"), and represented herein by its Head of Department, Dr. Sachin Kulkarni.

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

WHEREAS

- A) First Party is a Rotary Club of Latur Midtown Charitable Trust, Latur
- 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 Water, Milk, Soil Analysis and Expedite its productivity.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Rajarshi Shahu Mahavidyalaya (Autonomous) Latur, affiliated with Shri Shiv Chatrapati Shikshan Sanstha, the Second Party is engaged in Education, Research and Extension work, other social work.



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

CLAUSE 1

CO-OPERATION

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. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty.

Roles and responsibilities of First Party:

- To prepare and send the prepared proposals to Rotary International for funding.
- To do the advocacy while proposal writing till its final sanction.
- To take care the implementation of project as per the norms of Rotary International.
- To purchase necessary machinery and equipments to achieve the object and purpose of this MoU by the party of the First Part.

Roles and responsibilities of Second Party:

- To prepare proposals in which ground work such as community survey, preparing the list of requirements, procuring instruments is included.
- To make sure that project will run sustainably after installation.
- To take care of the project in special reference to trainings and execution of testing in concession rate and assure the sustainability of the project.
- As academic institution, training students and the people procuring for business related to this field is being done.

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- To take care of basis requirements needs like providing infrastructure, electricity, etc.
- To provide significant inputs to them by providing expertees, platform to conduct social activities, to write the proposals such as Water, Milk and Soil Analysis and Expedite its Productivity by keeping in mind the needs of the changing scenario.
- First Party and Second Party will jointly work to benefit maximum beneficiaries till the end of the time.
- All operating charges, repairing charges, maintaining charges, not limited to Human resources, consumables electricity, infrastructure etc.

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 Document') 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.

That the party of the First part shall make investment for the purchase of the all necessary machinery and equipment for the implementation of this MoU. It has been mutually agreed the maintenance and further necessary expenses for the maintenance well keeping of the machineries and equipment shall be done by the party of the Second part exclusively.



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CLAUSE 2

SCOPE OF THE MoU

Both Parties believe that close co-operation between the two would be of major benefit to the peasantry to develop knowledge and lifestyle.

Aims and Objectives: Both parties have agreed to carry out the joint project activities in the field of water, soil and milk industries to help prevent peasantry expose to contagious diseases and reduce their subsidized rates and health awareness program.

Organizing Events: Both parties have agreed to organize different events like health awareness seminars and workshops, health camps, soil checkup, water testing, milk analysis and food testing etc. in joint collaboration as per the requirements of the parties also agreed to organize student centric activities. Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the programmes on the terms specified herein.

There is no financial commitment on the part of the Rajarshi Shahu Mahavidyalaya (Autonomous) Latur, affiliated with Shri Shiv Chatrapati Shikshan Sanstha, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

- 1. Party of the second part will conduct 100 free tests every year on recommendation of party of the first part. Additionally, party of the second part will provide 20% discount for 200 tests every year on recommendations of party of the first part.
- 2. For equipment hands on training of students recommended by part of the first part, 30% discount in the training fees will be provided to students as part of Rotary scholarship.

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- 3. Rates of all testing will be finalized by the both parties, in consideration of market rates. The rates will be reviewed during annual review meeting and corrective measures about the rates would be taken jointly whenever need arises,
- 4. As the project is funded by the Rotary international, through Rotary Foundation, therefore all the necessary implementation compliances shall be provided by the party of the Second Part to the party of the First Part as well the Rotary international.
- 5. Rotary Club of Latur Midtown Charitable Trust and The Rotary Foundation are entitled to make all the necessary inspection of the all machinery and equipments provide by the party of the First Part.

This MoU shall be inconsonance with the member of understanding executed by Rotary Club of Latur Midtown Charitable Trust with the Rotary international. The implementation and execution of all project shall be after the approval of and receiving the necessary funds and grants from the Rotary International.

CLAUSE 3

INTELLECUTAL 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, parties, copy rights and designs) of the other Party.





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Dr. Gopalrao Patil

Anirudh Jadhav

Dr. Mahadev Gavhane

Secretary

Principal

CLAUSE 4

VALIDITY

This agreement shall be valid for a period of minimum 10 years. After end of the period of 10 years, from the incorporation of this agreement, this Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Rotary Club of Latur Midtown Charitable Trust, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of either party, after termination of this Agreement by way of communication, correspondence etc. shall not be construed as an extension of this MOU.

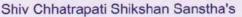
Both parties may terminate this MOU upon 30 calendar day's notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressely 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.

Any divergence of differences 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 District Head Quarters of the First





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Dr. Gopalrao Patil President

Anirudh Jadhav Secretary

Dr. Mahadev Gavhane Principal

Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Latur.

AGREED:

Rajarshi Shigrid Manigridyabaya

Dr. Mahadev Gavhane,

Principal,

Rajarshi Shahu Mahavidyalaya,

Latur, Dist. Latur.

By

Dr. Sachin Kulkarni

Head of Department,

Rajarshi Shahu Mahavidyalaya,

Latur, Dist. Latur.

falls.O.

Authorized Signatory

President,

Rotary Club of Latur Midtown

Charitable Trust

Through its authorized officer

Rajarshi Shahu Mahavidyalaya	
(Autonomous), Latur.	
Address: Near Central Bus Stand,	Address:
Chandra Nagar, Latur - 413512	
Contact Details	Contract Details
E-mail: principal@shahucollegelatur.org.in	E-mail:
Web: shahucollegelatur.org.in	Web

Witness 1: Manisha A. Dhotre

Witness 1: Dinesh Soni

Witness 2: Ms Kasuna. 9. Komadavae

Witness 2: Rtn. Shashikant mirlawar