

महाराष्ट्र MAHARASHTRA

**● 2021 ●** 

ZG 668225

# Memorandum of Understanding

Between

# BHARATI VIDYAPEETH'S DR. PATANGRAO KADAM MAHAVIDYALAYA, SANGLI (Department of Economics)

AND

SANJIVANI AGRO TOURISM GAT NO 189, MIRAJ - SANGOLA - PANDHARPUR ROAD, NEAR YALLAMA TEMPLE, BHOSE, MAHARASHTRA 416422

This memorandum of understanding (hereinafter referred to as MoU) is made on This 30<sup>th</sup> Day of May 2022 between Bharati Vidyapeeth's Dr. Patangrao Kadam Mahavidyalaya, Sangli (Party 1)

and

SANJIVANI AGRO TOURISM, Gat no 189, Miraj-Pandharpur Road, near Yallama Temple, Bhose, Maharashtra 416422 (Party 2) 

#### Whereas

1 1 MAY 2022

- A. Bharati Vidyapeeth's Dr. Patangrao Kadam Mahavidyalaya, Sangli is a college in Sangli city providing education in Arts, Science and Commerce faculties. The college is trying to bridge the disparity between the rural and urban cultures. NAAC committee Re-accredited it with 'B<sup>++</sup>' grade, in August 2018. It is an active Centre for education that always welcomes collaboration with academic as well as industrial enterprises of the national and international statue. The program involved in this MoU is actively engaged in various teaching-learning and research practices in the economics domain.
- B. Sanjivani Agro Tourism, Bhose is a firm involved in various quality-related services to agritourism as well as involved in skill set development programs for agribusiness.
- C. Both the parties would like to enter into this MoU for agritourism and to establish a basis of cooperation and collaboration between the parties upon the terms as contained herein.

#### 1. Area of Co-operation

The parties agree to carry out collaborative efforts in the areas of:

- a) Collaborative study and project work.
- b) Agri training and sponsored project for UG students.
- c) Joint organization of workshops and seminars on topics of common interest.
- d) Guidance and cooperation in agribusiness training activities.
- e) Organisation of study tours.
- f) Mutual cooperation in Agri development work:
- g) Extending the help and mediation for any other collaboration in the Agri education and Agri technology area on a charge basis.

h) Any other areas of co-operation as agreed to by the parties from time to time.

The parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each party's responsibility and interest.

#### 2. Duration and Termination

This MoU shall remain in effect for 5 (Five) years from the effective date or until terminated by either party with thirty (30) days of written notice.

This MoU may be extended for a further period as may be agreed in writing by the parties.

#### 3. Financial Agreement

This MoU shall not give any financial obligation to Sangli College unless it is agreed upon between the parties and approved by Bharati Vidyapeeth, Pune authorities. There should not be costly and expensive involved in the implementation of this MoU except for the mutually agreed cost for some items as stated in sub-clause 1.1.

## 4. Confidentiality

Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the period of implementation of this MoU or other agreement made pursuant to this MoU.

For purpose of this MoU "Confidential Information" means any information whether prior to or hereinafter disclosed by a party (the disclosing party) to the other party (the receiving party) of this MoU involving technical, business, marketing, policy, known-how planning, project management and other information, data and/or solution in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving party or if orally given, is given in the circumstances of confidence.

Both parties agree that the provision of this clause shall be binding between the parties notwithstanding the termination of this MoU.

#### 5. Settlement of disputes.

Any difference or dispute between the parties censoring the interpretation and/or implementation and/or application of any of the provisions of the MoU shall first be settled amicably through mutual consultations and/or negotiations between the parties.

# 6. Non-contractual nature of the relationship

Save for clause 4 the parties agree that this MoU represents the mutual understanding of the parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the other.

The parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each party's intellectual property.

# 7. Revision, Variation and Amendment

Either party may request in writing a revision variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the parties shall be in writing and shall form part of this MoU. Such revision, variation or amendment shall become into force on such date as may be determined by the parties.

Any revision or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

### 8. Supervising Events

- 8.1 Each party reserves the right for reasons of national security, national interests, and public health to suspend temporarily, either in whole in part the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other party.
- 8.2 Notwithstanding sub-clause 8.1 should any other event occur which hinders or restrict the implementation of this MoU the parties shall use their best endeavour to agree upon such action as may be necessary and equitable to remove the cause of such event.

#### 9. Notice

Every notice request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via airmail or via courier or facsimile or by e-mail (which shall be acknowledged by the other party) to the parties at their address and facsimile number as stated below.

#### Party No 1

To: Prin. Dr. D. G. Kanase

E-mail Id: dhanaji.kanase@nharatividyapeeth.edu

Cell No: 9822845334

Address: Bharati Vidyapeeth's

Dr. Patangrao Kadam Mahavidyalaya, Sangli.

# Party No 2

To: Mr. Anil Mahavir Malgave

E-mail Id: sanjivaniagrotourism@gmail.com

Cell No: 7066831555, 7796121555 Address: Sanjivani Agro Tourism

Gat No 189, Miraj - Sangola - Pandharpur Road, Near

Yallama Temple, Bhose, Maharashtra 416422.

In witness thereof the two parties have caused this MoU to be extended by their duly authorized representative.

For Proprietor, Sanjivani Agro Tourism Gat No 189, Miraj-Pandharpur Road. Near Yallama Temple, Bhose, Maharashtra 416422.

(Prin. Dr. D. G. Kanase) Bharati Vidyapeeth's

Dr. Patangrao Kadam Mahavidyalaya,

Ban 68-

Sangli.

Maharashtra. 416416.