

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred as "MOU") is made and executed at Ahmednagar on this 3rd day of May 2021.

**Dr. Vithalrao Vikhe Patil Foundation's College of Nursing affiliated to Maharashtra University of Health Sciences, Nashik** having its address at opp. Govt. Milk Dairy, Post: M.I.D.C, Ahmednagar-414 111, Maharashtra, India of the First Party.  
**And**

**Institute of Business Management and Rural Development, Dr. Vithalrao Vikhe Patil Foundation, Ahmednagar** affiliated to Pune University is the Second Party

It is clearly and distinctly understood and acknowledged that this MOU has been executed by **Institute of Business Management and Rural Development, Dr. Vithalrao Vikhe Patil Foundation**. Therefore, all the rights and obligations as provided in this MOU shall be exercised / performed by IBMRD.

**Dr. Vithalrao Vikhe Patil Foundation's College of Nursing DVVPF's CON** (First Party) and **Institute of Business Management and Rural Development, Dr. Vithalrao Vikhe Patil Foundation, Ahmednagar** (Second Party) are hereinafter in this MOU referred to individually as party and collectively as parties.

IT IS HEREBY AGREED by and between the parties hereto as follows.

### 1. OBJECT AND PURPOSE:

Whereas the parties hereby wish to establish a formal affiliation through this MOU for the purpose of enhancing the relationship between the parties for the promotion and development of collaborative research and other cooperative activities and assistance in the areas of mutual interest and benefit as may be decided by the parties mutually in writing. The parties through this MOU seek to collaborate in the following areas/field as follows -.

- i. Collaborative Research:
- ii. Exchange of documentation, research material, publication and the information on the field of mutual interest including any research collaborations at either of the institutes of the parties as per the policies of both Universities of the parties.
- iii. Development, Organization and hosting of joint Research symposia, conferences, workshops and meetings.
- iv. Exchange of information, advice and assistance relating to areas of mutual interest; student and faculty exchange.

- v. Other activities of mutual benefit for Dr.Vithalrao Vikhe Patil Foundation's College of Nursing and Institute of business management & rural development, Dr.Vithalrao Vikhe Patil Foundation's Ahmednagar.
- vi. However it is agreed between the parties that the estimation of the financial implications and the availability of appropriate financial and administrative support will be decided in compliance with the applicable laws, rules, regulation and as per the policies of both the parties.

## **2. POTENTIAL BENEFITS:**

The potential benefits to the parties will be related to development, organization and hosting of joint conferences and workshops including to seek, provide and exchange expert advices and guidance to enrich the academic excellence.

It is agreed that a frame work of preliminary scheduled activities like student exchange programme, organize conference and expert lecture series etc. will be worked upon mutually by the parties in writing separately. The decided delivery timelines like expert lecture series and organization of a conference during academic session shall be scheduled in its desired framework by mutually agreed and written agreements or documents as decided by the parties prior to commencing of every such activity.

## **3. TERMS AND CONDITIONS:**

The parties to this MOU mutually agree -

- i. This MOU shall be effective for a period of 5 years from the date of execution.
- ii. All future programs and activities shall be subject to the approval of the parties and based on mutually agreed written MOU.
- iii. That the availability of appropriate financial and administrative support will be given in compliance with all applicable laws, rule and regulation as well as policies of the parties.
- iv. That each program and activity arising from this MOU, shall be executed through a separate written MOU and/or agreement, between the duly authorized representatives of both parties. The said MOU and/or agreement shall describe all of the terms and conditions relating to the program and/or activity and its execution/implementation including any other related details as mutually agreed by the parties, and all financial obligations excluding the grant of any benefit to, or the imposition of any obligation on the parties.
- v. The research grant shall be utilized equally by both the parties received if any from the organization or Government, when it is a joint venture.
- vi. Each parties shall bear all the expenses of their students in connection of travelling, lodging and boarding during student exchange programme as per the rules and regulations of the parties.

- vii. That every academic year at least one event (Seminar/Conference/workshop) shall be planned and may be executed by both parties based upon mutual agreement between the parties in writing.
- viii. The Physical infrastructure required for PhD, Research Scholar activities may be shared by both parties as per the requirement and norms of both Universities and in accordance with mutually agreed terms in writing.
- ix. The parties to this MOU shall appoint its own representative with respect to each activity as under this MOU and notify the other party of the same. The said representative shall be directly responsible for overseeing the implementation and operation of the activity. The representative shall act as the main point of contact with respect to that activity.

#### **4. NOTICES :**

- a. Any notice or other information required to this MOU will be communicated by a party to the other party through registered mode of service only.
- b. In case of any change to communication address of Parties, the same shall be communicated to the other side within 7 days, to the change of that address.

Any notices, consents, claims, requests or other communication required or permitted to be given under any of the provision of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post /courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through email and five days of date of dispatch if sent through regular post. The notice aforementioned shall be given in attention of the concerned person at the following address (or to such address any party).

#### **5. WAIVER:**

The failure of either party to enforce compliance with any term and condition of this MOU shall not constitute a waiver of such term or condition in the future. No waiver by either Party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

#### **6. MISCELLANEOUS:**

No addition or change in the terms of this MOU shall be effective or binding on either of the parties unless reduced to writing and executed by the duly authorized representative of each of the party.

#### **7. ASSIGNMENT:**

It is understood by the parties herein this MOU is based on the profession competence and expertise of each Party and hence neither party shall transfer or assign this MOU, or rights or obligations arising here under, either wholly or in part, to any third party.

#### 8. RELATIONSHIP:

Nothing in this MOU shall be construed to make a party a partner, agent or legal representative of the other for any purpose.

#### 9. ENTIRE MOU:

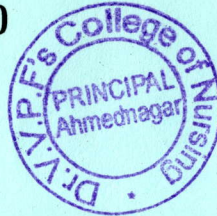
This MOU and the schedules (If any) here to represent the entire MOU as to the subject matter hereof and supersedes any prior understanding between the Parties relating to the subject matter hereof.

IN WITNESS Where of the parties have set their hand to this MOU the day and year first Witten above:

**DVVPF's College of Nursing, Ahmednagar**

Partner representative: **Dr. Pratibha A. Chandekar**

(Principal)



*Pratibha A. Chandekar*

(Partner Signature)

Date: 03/05/2021

#### Address:

DVVPF's College of Nursing,  
Opp. Govt. Milk Dairy, Post-M.I.D.C.,  
Vadgaon Gupta, Ahmednagar-414 111  
Telephone: 0214-2778042, 2777059, 2779757  
Fax: 0241-2779782, Website: www.vimscon.edu.in

**Institute of Business Management & Rural Development,  
Dr. Vithalrao Vikhe Patil Foundation,  
Opp. Govt. Milk Dairy, Post-M.I.D.C.,  
Vadgaon Gupta, Ahmednagar-414 111**

Partner representative: **Dr. Sanjay M. Dharmadhikari**

Principal



*Sanjay M. Dharmadhikari*

(Partner Signature)

Date: DIRECTOR

03/05/2021

DR. VITHALRAO VIKHE PATIL FOUNDATION'S  
LB.M.R.D., AHMEDNAGAR

#### Address:

**Institute of Business Management & Rural Development,  
Dr. Vithalrao Vikhe Patil Foundation,  
Opp. Govt. Milk Dairy, Post-M.I.D.C.,  
Vadgaon Gupta, Ahmednagar-414 111**