

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred as "MOU") is made and executed on 3rd 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

District AIDS Prevention and Control Unit, Civil Hospital, Ahmednagar is the Second Party

Dr. Vithalrao Vikhe Patil Foundation's College of Nursing DVVPF's CON (First Party) and **District AIDS Prevention and Control Unit, Civil Hospital, 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. OBJECTIVE 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. Educational visits for the students.
- ii. Organizing and providing various health services to the community.
- iii. World AIDS Day observation.
- iv. Conducting survey and health assessment / screening in the community.
- v. Organizing rally, health education and awareness campaign for the community.
- vi. Collaborative Research.

2. POTENTIAL BENEFITS:

The potential benefits to the parties will be the development of students' knowledge and skills in health related activities.

Also the community people will be benefited by the health services related to AIDS prevention and control provided by the nursing students.

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 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.
- iv. 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.
- v. 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 :

- i. 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.
- ii. 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

Representative: **Dr. Pratibha Arun Chandekar**

(Principal)



Pratibha Arun Chandekar
(Signature)

Date: 3/05/2021

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

District AIDS Prevention and Control Unit, Civil Hospital, Ahmednagar

Representative: **District Program Officer**
(**Civil Surgeon**)

(Signature)

Date:

Jadhav
District Program Officer
DAPCU Ahmednagar

Address:

4P5P+94H, Tarakpur Rd,
opp. Sarda College, Patrakar chowk,
Ahmednagar,
Maharashtra 414001
dpoahmednagar@mahasacs.org