

09AA 037157


5

राष्ट्रीय कोषागार कार्यालय बी.पी.ए.सी.

17 JUN 2022

राष्ट्रीय कोषागार कार्यालय

भारत


पुस्तक विक्रेता/पूरे व्यक्तियों को
हस्ताक्षर
हेमलता गणेशन पोखरे,
पुस्तक विक्रेता, नवाना क्रमांक- २२०३०४४

LINKAGE AGREEMENT

BETWEEN

**ANEKANT EDUCATION SOCIETY'S
ANEKANT INSTITUTE OF MANAGEMENT STUDIES
(AIMS), BARAMATI**

AND

ROTARY CLUB OF BARAMATI

ON

COOPERATION AND ENHANCEMENT IN THE FIELD OF SOCIAL WORK AND COMMUNITY SERVICE

LINKAGE AGREEMENT

BETWEEN

ANEKANT EDUCATION SOCIETY'S

ANEKANT INSTITUTE OF MANAGEMENT STUDIES

(AIMS), BARAMATI

AND

ROTARY CLUB OF BARAMATI

ON

COOPERATION AND ENHANCEMENT IN THE FIELD OF

SOCIAL WORK & COMMUNITY ENGAGEMENT

LED BY

DR. SANDHYA KHATAVKAR

ASSISTANT PROFESSOR

AIMS BARAMATI

&

MR. SANJAY PRABHAKAR DUDHAL

PRESIDENT

ROTARY CLUB OF BARAMATI

ROTARY YEAR 2021-22 RID 3131 CLUB No. 15488

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 18th June 2022 (Saturday), A. Y. 2021-22

BETWEEN

Anekant Institute of Management Studies (AIMS), Baramati (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

Rotary Club of Baramati represented herein by **Mr. Sanjay Prabhakar Dudhal, President, Rotary Club Of Baramati [Rotary Year 2021-22 Rid 3131 Club No. 15488]**, (hereinafter referred to as "**Second Party**", organization 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**'))

WHEREAS:

- A) First Party is a Higher Educational Institution named: Anekant Institute of Management Studies (AIMS), Baramati
- 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 establish Center of Excellence to channelize their efforts on cooperation within area of Social Work Projects, Skills Based Training, Education and Research, Consultancy.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) Rotary Club of Baramati, the Second Party is the Rotary Foundation helps Rotary members to advance world understanding, goodwill, and peace by improving health, providing quality education, improving the environment, and alleviating poverty.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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 AIMS, Baramati 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 capabilities of the faculty, students, and alumni of First Party providing significant inputs to them in collaborating on life-changing & sustainable social projects of 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 **Student Centric:** The faculty members, Alumni, and budding MBA graduates from the institutions could play a key role in social work and transformational projects. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their social sensitivities, skills and knowledge.
- 2.2 **Establishment of Activity Based Rotary Club on Campus:** Both the parties may agree to establish and support for the future social endeavors of Collaborative Learning, Research, Entrepreneurship, Incubation, Industry Connect, Placement Support, Certification Courses, SDP, FDP, MDP, Conferences, seminars, workshops, Colloquiums, Consultancies, and other activities with mutual agreement time-to-time, in the premises of either parties with ICT and Resources support. The said MoU is the foundation & expansion of Rotary Club Baramati. The formal Standard Operating Procedure (SOP) shall be discussed and finalized through mutual agreement on the same by parties.

- 2.3 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology, evaluation, and suitably customize the curriculum so that the students fit into the social/ cultural and industrial scenario meaningfully.
- 2.4 **Learning Programs & Visits:** Organization and Institution interaction will give an insight into the latest developments / requirements of the society; the Second Party to permit the Faculty and Students of the First Party to visit its member groups and also involve in Training/Learning Programs for the First Party. This exposure provided to students and faculty members through this association will build confidence and prepare the students to have a smooth and competitive transition from academic to working career. The Second Party will provide its facilities and community infrastructures for the hands-on training of the learners enrolled with the First Party, and vice-versa.
- 2.5 **Internships and Placement of Students:** Second Party will actively engage to assist the delivery of the Internship for faculty and students and placement of students of the First Party into internships/jobs, as per AICTE internship Policy.
- 2.6 **Research, Innovation and Consultancy:** Both Parties have agreed to carry out the joint research, innovation and consultancy activities in the fields of Social Work, Community based Cultural engagements and related fields.
- 2.7 **Skill Development Programs:** Second Party to train the faculty, resources, alumni, and students of First Party on the emerging skills in order to bridge the competency gap and make them industry-ready. Skill based training on 360 degree Personality Development and Social Entrepreneurship.
- 2.8 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the identified stakeholders of the First Party on the technology trends and in house requirements. Both parties agree jointly to utilize each-others resources, faculty, alumni, and students to organize and deliver guest sessions, and seminars with pre-communicated considerations (role, Schedule, Coverage, duration, financial implications, etc.).
- 2.9 **FDP and SDP:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available. Both parties agree jointly to utilize each-others resources, faculty, alumni, students to organize and deliver Faculty Development Programs (FDPs), Student Development Programs (SDP), as well as Industrial training with pre-communicated consideration (role, Schedule, Coverage, duration, financial implications, etc.).
- 2.10 **Approach to External Finding Agencies:** Either party can apply for the external Governmental/ non-Governmental funding agencies (SPPU, DST, AICTE, etc.), and seek assistance from other party, on pre-communicated and mutually agreed terms and conditions, the separate definite document shall prepare with all consideration (Role, Schedule, Coverage, duration, financial implications, etc.).

for mutual understanding and transparency.

- 2.11 **Permissions:** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.12 **No Financial Commitment:** There is no financial commitment on the part of the AIMS Baramati the First Party to take up any program mentioned in the MoU, and vice versa. If there is any financial consideration, it will be dealt separately.

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 To begin with, both the parties agree to sign the MoU for 3 years. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. Both Parties may terminate this MOU upon 30 calendar days' 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 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. 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 Baramati city.

with Indian Law with exclusive jurisdiction in the Courts of Baramati city.

5.2 Commencement, Duration, and Termination

This Linkage agreement shall enter into force on the date of its signing for **three years**. This Linkage agreement shall remain in force by mutual consent, unless either Party notifies in writing of its intention to terminate this Linkage agreement two months in advance or existence of either party.

Any natural calamities may also cease this Linkage agreement.

IN WITNESS WHEREOF, the undersigned have signed this **Linkage agreement**.

Executed at the **office of Anekant Institute of Management Studies (AIMS), Baramati**
on the **18th June 2022 (Saturday)**.

FOR

Mr. Sanjay Prabhakar Dudhal
President
Rotary Year 2021-22 Rid 3131
Club No. 15488
ROTARY CLUB OF BARAMATI

FOR

Authorized Signatory
ANEKANT INSTITUTE OF
MANAGEMENT STUDIES
(AIMS), BARAMATI

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

