



Latthe Education Society's

NARAYANDAS SARWOTTAMDAS SOTI LAW COLLEGE, SANGLI.

Reaccreditation at "B" Grade (with score 2.88)

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Our Ref. No. : NSSLC/ 237/2019-20

Date :- 17/07/2019

MEMORANDAM OF UNDERSTANDING

BETWEEN

NARAYANDAS SARWOTTAMDAS SOTI LAW COLLEGE, SANGLI

AND

**KARMVEER BHAUSAHEB HIRAY LAW COLLEGE, MALEGAON
CAMP**

1) The Principal

**Narayandas Sarwottamdas Soti Law College
Sangli**

Party No: I

AND

2) The Principal

**Karmaveer Bhausaheb Hiray Law College,
Malegaon Camp**

Party No: II

Herein mutual agreement between Part No: I and Party No: II is as follows:

Article 1. Without prejudice to the aforesaid purposes of this MOU this collaboration shall intend to cover following:-

A) Both parties agree to exchange benefits of Digital and Electronic services of their libraries to each other.

B) That the libraries will share the database regarding legal databases (Manupatra, SCC Online), E-Books, E-Journals, Judgments, E-Magazines at national and international level.

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C) Students of the second party may be given access to use services of digital application developed by party no: I named as LES Digital Library.

D) As party no: I, has successfully completed its golden 50 academic years, and as party no: II is recently established institute, the party no: I will extend its help in developing library of party no: I by donating or exchanging library resources.

E) Librarians of both parties will keep constant interaction with each other for excellence in library services.

F). The respective parties agree to organize jointly the seminars/workshops on development of library and information as well as academic services.

Article 2. This memorandum may be altered by mutual written consent of both parties on the request of either party. Any alterations shall become effective the moment both parties indicate their consent in writing.

Article 3. The present memorandum shall be effective for a period of five year from the date it is signed by both parties. Its period of validity may be extended by mutual consent in writing. The termination of its memorandum shall not in any way affect the implementation of the projects or programs already undertaken/ established under it prior to such termination.

For,

The Principal,
Narayandas Sarwottamdas Soti Law College,
Sangli




Signature with Stamp
Offg. Principal
N.S. Soti Law College, Sangli.


The Librarian
Narayandas Sarwottamdas Soti Law College,
Sangli




Signature with Stamp
LIBRARIAN
N.S. Soti Law College
Sangli.


For,
The Principal,
Karmaveer Bhausaheb Hiray Law College,
Malegaon Camp




Signature with Stamp
PRINCIPAL
K. B. H. Law College
Malegaon Camp (Nasik)

The Librarian,
Karmaveer Bhausaheb Hiray Law College,
Malegaon Camp




Signature with Stamp
LIBRARIAN
K. B. H. Law College
Malegaon Camp (Nasik)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1st day of January 2021 and it is valid up to 31st December 2026 (5 Years)

BETWEEN

Principal & Head, Department of English, MGV's, S.P.H. Arts, Science and Commerce College, Malegaon Camp (First Party)

AND

Principal, MGV's Karmaveer Bhausaheb Hiray Law College, Loknete Vyankatrao Hiray Marg, Malegaon Camp (Second Party)

BACKGROUND

- A. Each of the Party owns and operates facilities for the provision of
- 1. Student and Faculty exchange**
 - 2. Research Project Guidance**
 - 3. Sharing Library Resources**
 - 4. Legal Aid Clinic Camp**
 - 5. Collaborative participation in Extension activities**
- B. The Parties currently have an arrangement with each other with respect to the training, borrowing, and making awareness of Knowledge material that each Member Council owns together with resource sharing and the running and maintenance of a shared resources and knowledge.
- C. Each of the Party agrees that the MOU shall be collectively known as **"Literary, Linguistic and Legal Services to the Students and Society Stakeholders"**.
- D. The Parties desire to formalise their agreement and understanding in relation to the Network and have agreed to enter into this Memorandum of Understanding in this regard. However, the Parties agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them. The Parties agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.

AND THE PARTIES AGREE:

- 1.1 **Interpretation**
 - 1.1.1 The Background set out above forms part of this Memorandum and the Party agree that the Background is true and accurate.
 - 1.1.2 Unless the contrary intention appears:
 - 1.1.2.1 Words noting the singular shall include the plural and vice versa.
 - 1.1.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
 - 1.1.2.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently enforce at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution therefore.
 - 1.1.2.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.
 - 1.1.2.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.
2. **Term**
 - 2.1 The term of this Memorandum shall be five (5) years commencing on **01/01/2021** and expiring on the **31/12/2026**, unless otherwise agreed or extended by the Party in writing.
 - 2.2 The term shall be reviewed by the Party not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.
3. **Negotiate In Good Faith**
The Party agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.
4. **The Party Obligations**
E. The Parties agree that each of them shall have the following obligations in respect of **literary, linguistic and legal Services to the Students and Societies Stakeholder.**
 - 4.1 **Second Party (Administer)**
On behalf of the Other Member Councils, the Second party agrees;
 - 4.1.1 **Administration**
 - 4.1.1.1 to administer the work in accordance with this Memorandum and the Operating Guidelines; and
 - 4.1.1.2 to be accountable to the Other Party in a manner determined for the administration of the MOU and the facilitation of the MOU;
 - 4.1.2 **Finances**

- 4.1.2.1 Network Costs and the Administration Cost is mandatory to administer (Second Party)
- 4.1.2.2 to prepare with the assistance from the Other Member Councils, in accordance with this Memorandum, the budgets for the Network; and
- 4.1.2.3 to meet all auditing requirements for all monies received and paid for in relation to the Network;
- 4.1.3 **Membership of the Committee**
 - 4.1.3.1 the Chief Executive Officer or delegated officer is a Principal and the nominee to the Committee is a Concern Department Head;
 - 4.1.3.2 to appoint a representatives (Should be a Faculty of Concern Department) from each party;
- 4.2 **All Member Councils**
The Party agree:
 - 4.2.1 **Reporting**
To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of the MOU.
 - 4.2.2 The Committee shall at its first meeting (and annually thereafter) appoint amongst the representatives a Chairperson who shall hold office for a term of one (1) year but is eligible for reappointment for a further term, unless he/she resigns in which case the Committee shall appoint a new Chairperson to chair the meetings.
 - 4.2.3 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

5. **Operational Guidelines**

- 5.1 Upon execution of this Memorandum, the Chief Executive Officer or delegate of each of the Party shall prepare and implement Operational Guidelines which the Chief Executive Officers or delegates shall be capable of amending from time to time as the Chief Executive Officers or delegates see fit.
- 5.2 Notwithstanding the provisions of this Memorandum, the Party agree that the Operational Guidelines shall be the operative document that facilitates the operational management of the MOU.
- 5.3 The Party shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- 5.4 The Parties agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

The Parties agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by **all** the Member Councils.



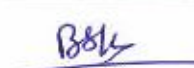



6. **Liability**

6.1 The **Second Party** shall indemnify and keep indemnified the other Party against all actions, costs, claims, damages, charges in respect of injury, loss or damage resulting from any negligent act or omission of The **First Party Council**;

7. **Acknowledgement**

The Party acknowledge and agree that each of the Party may in its own right engage the other Member Council staff for their services; however any agreed costs incurred by the Council in doing so shall be borne solely by the respective Party.

EXECUTED as a Memorandum of Understanding

<p>THE SEAL of THE First Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p> <p>Name: Dr. Ujjwala Shivaji Deore Principal</p>	<p>Sign & Seal</p> <p></p> <p>PRINCIPAL S.P.H. Mahila Mahavidyalaya Malegaon Camp-423 105 (Nashik)</p> 
<p>Name: Dr. Bharati Sukhlal Khairnar Head, Department of English/Representative of Concern Project/MOU</p>	<p></p> <p>HEAD Dept. of English S.P.H. Mahila Mahavidyalaya, Malegaon Camp (Nashik)</p>
<p>THE SEAL of the Second Party COUNCIL was hereunto affixed in accordance with its Constitution and by the authority of its directors:</p> <p>Name: Dr. Ashok Kumar Pamedhi Principal</p>	<p>Sign & Seal</p> <p> 07.12.2021</p> <p>PRINCIPAL K. B.H. Law College Malegaon Camp (Nashik)</p> 
<p>Name: Assist. Prof. V.V. Ahiwale NAAC Coordinator</p>	<p></p>