

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

GOVERNMENT COLLEGE MALPURA
(TONK)

NAME OF INSTITUTION

&

LAXMI BAI MAHILA MAHAVIDHYALAYA,
MALPURA (TONK)

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES

PROMOTING RURAL TRADITIONAL SPORTS IN GIRLS
A PARTICIPATING INSTITUTIONS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the NTH DAY OF – NAME OF MONTH – Two Thousand and Fifteen (DATE IN NUMERALS), by and between

Principal, Government College, Ajmer Road, Malpura

NAME AND ADDRESS OF INSTITUTION, THE FIRST PARTY represented herein by its Name of Competent Authority / Representative (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

Principal, Laxmi Bai Mahila Mahavidhyalaya, Sadarpura Road, Malpura (Tonk)

NAME AND ADDRESS OF INDUSTRY, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", company 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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) NAME OF INSTITUTION - **Government College, Malpura**
- 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 focus their efforts on cooperation within area of Sports
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – Laxmi Bai Mahila Mahavidhyalaya, Malpura – , the Second Party is engaged in Higher Education
- F) – Education – , the Second Party is promoted by Avdesh Sharma, Sadarpura Road, Malpura and
- G) Renowned educationist and social worker.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 Institution 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 Sports facilities of both institutions
- 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 The budding girls graduates from the institutions could play a key role in promoting sports culture in Malpura. Both parties believe that close co-operation between the two would be of major benefit to the girl student community to enhance their sports talent.
- 2.2 Training and tournament: Second Party will give valuable resources to the First Party in heading tournament and training so that the students fit into the sports environment meaningfully.
 - 2.2 (i) There will be one kabaddi tournament for the girls student of both the colleges and training for Kho-Kho game for interested girls of both the colleges
- 2.4 Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the sports trends and in house requirements.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, required for offering the Programmes on the terms specified herein
- 2.6 There is no financial commitment on the part of the Government College Malpura, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

**CLAUSE 3
VALIDITY**

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 3.2 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 4
RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 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.

First Party

Second 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 Malpura.

AGREED:

For Name of Institution

For Name of Institution

Authorized Signatory

Authorized Signatory

Name of Institution	Name of Industry
Address	Address
Contact Details	Contact Details
E-mails	E-mails
Web	Web

Witness 1:

Witness 2:

Witness 3:

Witness 4: