

हाराष्ट्र MAHARASHTRA

2023

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श्री. डी. हेडगेवार रक्तपेदी
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क रुपये 100 व त्याचे भारतीय रुपये सोलापूर

कोषागार कार्यालय सोलापूर

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एस. वी. बंडे मुद्रायंत्रिका
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कोड नं. 2499002
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नदीक प्रमुख लिपिक/उपलेखापाल

MEMORANDUM OF UNDERSTADING

THIS MEMORANDUM OF UNDRESTADING (hereinafter referred to as "MoU") is executed on this Day of 16 Aug 2024 at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

BETWEEN

Name of The Trust/ University /College / Institution bearing details of registration **DR. HEDGEWAR RAKTAPEDHI SANSTHA**, Solapur registered under Bombay Public Trusts Act, 1950 with registration number F – 2135/1989 (Solapur) having its office at 1st floor, Sahyadri Shopping Centre, Kai. Rajabhao Patwardhan Chowk, Railway Lines, Solapur 41300, State Maharashtra, India, hereinafter referred to as "DHRPS", represented by Shri. Ramesh Trimbak Vishwarupe, aged 73 years, working as President of the First Party;

AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR Established in 2004, Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur- 413 255 hereinafter referred to as "PAHSUS" represented by Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Party;

1. Scope :

First Party & Second Party believe that for providing a better platform for students and stake holder including students from the university campus school, departments / center of institution and also the students from the various affiliated colleges / institutions and also the students from the autonomous college / institution etc. within the jurisdiction of this university to give better opportunities in various fields of education and interdisciplinary research etc. the collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

2. Objectives of the MoU:

1. To train students by creating social awareness about contaminated water, sewage and diseases caused by addictions, explain the side effects of this and send them to create awareness in the society.
2. To explain to the students the health-related problems in the society.
3. To train students to solve health related questions and problems.
4. To disseminate information related to blood donation to students and parents.
5. To clearly explain the role of students and colleges in blood collection and distribution process.
6. To organize public awareness programs to make the society aware of the importance of blood donation.
7. To inform students about blood components, blood processes and new experiments and modifications related to blood.
8. To provide utmost support and training to the students practicing blood donation.

3. Areas of collaboration:

1. To organize blood donation camps from the slum level to all the components of the society.
2. To include government and non-government components in health-related programs.
9. To work with Mahila Mandal, Yuvak Mandal, voluntary organization, women's savings group.
To train those who we see as a community stakeholder while working in the community.
Telling all measures regarding health care. Implementation of various health schemes of the government with cooperation of every stakeholder. For this we have to work with this group.
3. Undertaking blood donation camps and health camps in collaboration with health institutions, government institutions and educational institutions.
4. Providing alternatives by practicing community level problems.
5. To carryout activities of awareness about and importance of blood donation.

4. Proposed modes of collaboration:

1. To organize programs in educational institutions jointly existing between Rakta Pedhi and University.
2. To support Dr. Hedgewar Raktapedhi for organizing blood donation camps.
3. Organizing blood donation camps at various places on behalf of blood transfusion doctors, technologists, public relations officers or departments.
4. To organize blood donation camps at various places as per the demand of the people in need.
5. To organize programs on awareness regarding blood donation by organizing discussion sessions, debate competitions, essay competitions, elocution competitions, rangoli competitions etc.
6. Conducting a survey at the settlement level and implementing the project.
7. To collect blood through vehicles at required places.



5. Terms and Conditions:

1. All activities shall be executed only after written consent of both the parties.
2. If the any of the college/institution etc. as mentioned in Scope wants to participate in the activity pursuant to this MoU, separate MoU is required to be signed by and between the college / institution and the First Party and both the parties shall inform about such activity to the University / Second Party well in advance.
3. This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU does not confer any financial liability upon the parties to this agreement. This MoU shall remain in effect initially for Five (05) years and thereafter and can be renewed after taking review for another period as agreed by both the universities. This MoU may be amended or terminated at any time by either Party provided that written notice of termination or amendment is given by the notifying Party to the other Party before (90) days of the date on which the termination or the amendment is intended to become effective. The commitments, made before the date of termination of MoU, shall continue to be operative.
4. The second party shall cooperate with the University and all other stakeholders for requirement of blood and blood components. The second party shall also be made available the blood test reports of all blood donors if requested by the concerned.

6. Financing

This MoU does not confer any financial liability on any of the parties to this MoU. The activities which require financial assistance shall be decided by mutual consent of both the Parties and shall be initiated only after written agreement to this effect which includes financial contributions of all or any of kinds and specifying the sharing of profit if any.

7. Nomination of Coordinators:

1. It is the responsibility of the Administrator and Public Relations Officer on behalf of Rakta Pedhi to properly execute the agreement by following the terms and conditions of the Harmony Agreement.
2. The officers and directors of Rakta Pedhi will continue to cooperate in their work.
3. The agreement will be followed on behalf of Rakta Pedhi under the guidance of the President and Secretary.
4. DR Rajendra Wadje Director PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR

8. Arrangements for visiting officials

1. Arrangements will be made for the visit of officials to attend the program as per agreement.
2. The meeting between professors and officers will be as per the planned schedule.
3. After this the place, time and place for the officers to visit the program venue, a pre-planning time table will be prepared for their visit.
4. By giving the number of the Public Relations Officer appointed by Rakta Pedhi, everything will be arranged through him.

9. Use of Names.

Except in promoting the activities proposed in Article 1.1 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. They shall seek permission from one another by submitting the proposed use, well in advance of any deadline, also any activity for which the certificate and or memento is to be awarded to the participants it shall carry the name and logo of both the parties to this MoU.



10. Relationship Between the Parties

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.

11. Confidentiality.

In the course of the activities under this MoU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MoU, and other documents transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

12. Intellectual Property Rights:

All Intellectual Property (including but not limited to trade secret, copyrights and patents, etc. if any) of either Party in existence on the effective date shall remain the property of their respective owner/party. Ownership of any and all Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case-to-case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

13. Amendment

The present Memorandum of Understanding can be amended by the Parties through mutual consultation. The amendments shall be enclosed with the present Memorandum of Understanding and shall form an integral part of it thereof.

14. Validity & Termination

This MoU shall be valid for 05 years. The Memorandum of Understanding will enter into force on the date of signing and shall remain in force throughout the period or unless revoked by the consent of the Parties. Either of the Parties may terminate the present Memorandum of Understanding by giving the other party a written notice of ninety days in advance of its decision to terminate this Memorandum of Understanding. Termination will not affect activities covered by a collaborative contract between the executive agencies and already underway at the time of termination.




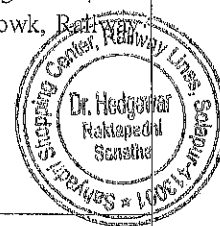
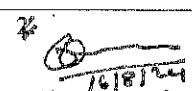

15. Settlement of Dispute


Any disputes arising out of the implementation or interpretation of the provisions of this Agreement and or dispute relating to any aspect of academic cooperation shall be settled amicably or will try to jointly resolve the dispute if any by direct negotiations between the top officials of the first and second party to this at Solapur.


16. Non-Binding Nature.

This MoU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Participants, with the exception of condition which will survive the expiry or termination of this MoU. This MoU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MoU.

All the above contents are read over and understood by both the parties to this MoU. Hence the MoU is executed on 16 day of Aug month 2024.

First Party	President, Dr. Hedgewar Raktapedhi Sanstha, 1 st floor, Sahyadri Shopping Centre, Kai. Rajabhao Patwardhan Chowk, Railway Lines, Solapur 413001  
Witness-1 Second party	 16/8/24 Rajabhao Patwardhan Registrar Munyashlok Ahilyadevi Holkar 

1. witness 1 :  [Sunas Suryakant Joshi]

witness 2 :  [Wadje Rajendra Kaitas]