



महाराष्ट्र MAHARASHTRA

2019

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दिनांक २२.०६.२०२०

नाम प्राचार्य गो खे महाविद्यालय स्वामगांव तर्फे

अजय जाधव

मनिष अ. सकळकळे

बैंक / करारनामा

ला.नं. ७/१४

मुद्रांक दिवेता, स्वामगांव.

कोड नं. ६३०५००२

सही

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SUB TREASURY OFFICE
KHAMGAON
Date of Issue _____

19 JUN 2020

Sub Treasury Officer
Khamgaon

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DHANANJAY ENTERPRISES

&

G. S. SCIENCE, ARTS & COMMERCE
COLLEGE, KHAMGAON

FOR

GCC-TBC EXAMINATIONS FOR
MAHARASHTRA STATE COUNCIL OF
EXAMINATION

&

ANY OTHER COMPUTER BASE
EXAMINATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 26TH day of - OCT - 2020, by and between

DHANANJAY ENTERPRISES and 401-405 ,Gera Chambers, off Boat Club Road ,Pune 411001, the First Party represented herein by its **MR. PRAKASH BABANRAO KHEDEKAR**, (hereinafter referred as 'First Party', the industry which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

G. .S. SCIENCE, ARTS & COMMERCE COLLEGE, KHAMGAON and **NANDURA ROAD KHAMGAON** the Second Party, and represented herein by its **DR. Dhananjay S. Talwankar ,Principal** (hereinafter referred to as "Second Party", School/college/institute 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:

1. First Party is a Industry named:
DHANANJAY ENTERPRISES
2. 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.
3. The Parties intent to cooperate and focus their efforts on cooperation within conducting online computer typing examinations i.e. GCC-TBC examinations for Maharashtra State Council of Examination or any other Computer base Examination.
4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
5. **G.S.SCIENCE, ARTS & COMMERCE COLLEGE, KHAMGAON** - , the Second Party is engaged in Education business

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. First Party and Second Party co-operation will facilitate effective utilization of school/college/institute premises as and whenever required by the 1st party for conducting the aforesaid examinations.
2. 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

1. the First party's requirement of center's throughout Maharashtra for conducting the aforesaid examination and hence the first party requested the second party's authorized person to grant their school/college/institute premises temporarily for a period of three years commencing from the date of 26/10/2020 till 26/12/2023.
2. The 2nd party shall provide its school/college/institute premises as and whenever required by the 1st party for conducting the aforesaid examinations.

Hence it is agreed between parties that the 1st party shall inform the 2nd party at least 30 days prior to the date of examination about the

information of the staff i.e. Name, age, occupation, address, email id, contact No, photograph to to the 1st party .

4. The 2nd party shall provide 2 more contact details in advance to the 1st party so that the 1st party shall verify all the essential premises requirements..

a) Name...Dr.P.E.Ajmire.....

Mobile No...9890467024.....

Designation - Associate Professor.....

b) Name.....Shri.A.K Bhadade.....

Mobile No.....9028696289.....

DesignationStenographer

CLAUSE 3 INFRASTRUCTURE

1. As per the guidelines of Maharashtra State Council of Examinations regarding the infrastructure the 2nd party shall provide necessary equipment's in working conditions such as, computers, keyboards, mouse, inverters, printers, stationery's, internet connectivity, Electricity backup and others necessary things required for conducting the examinations.
2. The 1st party shall take a mock test of the said equipment's prior to examinations to be conducted and only upon the satisfaction of the 1st party the said equipment's shall be used for examinations.
3. It is mandatory for the 2nd party to remain present at the examinations center a day before the examinations held. The 2nd party shall install the examinations software and take dummy test and do the required changes in system like disable USB etc.
4. Upon the agreement of the 2nd party the staff provided at the examination center shall undertake to maintain the daily backups, attendance sheets of the student and staff, other data. Collected data shall be handover the same online to the 1st party on the day of the examination itself.
5. It is the responsibility of the 2nd party to maintain the data in the form of



CD/Pen drive/Hard disk which shall be handed over to the 1st party on the day of concluding the examinations. Apart from the data provided the 2nd party shall undertake to maintain the backup of the examinations and hand over the same to the 1st party whenever demanded.

6. The 2nd party requires to verify the hardware configuration and software prerequisites at the examination centers in detail and install the updated software for the examinations by downloading it from the portal.
7. The 2nd party shall give information of number of systems and hardware configuration utilized in the premises.

a) Number of systems.....

CLAUSE 4 FINANCIALS

1. As per guideline laid down by the Maharashtra State council of examinations the 1st party shall pay remuneration of the said examination to the 2nd party per student Rs, 55/- (Rupees Fifty Five Only).
2. It is liable of the 2nd party to furnish correct account number with bank details in order to enable the 1st party to make necessary payments, failing which requisite time of 30 days agreed for payment shall be extended in that proportion.
3. It is understood and hereby agreed between the parties, that the 1st party shall be under obligation to pay the requisite amount to the 2nd party and no other person shall be liable to claim any amounts from the 1st party towards the said premises and equipment's used in the said examinations. Any such claims raised by any person in the name and on the behalf of 2nd party shall not be considered for remuneration and action will be taken according to government laws.
4. Delay or cancelation from the 2nd party on the said examinations shall be compensated by the 2nd party. In such circumstances, if the 2nd party gives advance knowledge about connectivity of internet services provider with some technical error, rights of public issues, earthquake, accidently or unfortunately government declared to close school/college/institute or all government offices, due to said all



reasons examinations shall no to be continued or canceled by the 2nd party shall not be entitled to claim any amount from the 1st party for whatsoever reason.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

1. It is understood and agreed that the 2nd party shall not misuse, tamper, breach, and the data in what so manner. If any such act found against the 2nd party the 1st party shall be entitled to claim and recover the damages.
2. Any malpractices or breach done by 2nd party, the 1st party shall be entitled to take legal action against him/her/them in such circumstances, the 2nd party shall bear the cost and consequences of the same.
3. The 2nd party shall uninstall the software form the server and shall not misuse the same upon completion of the examination.
4. Examination should be conducted in strict manner by the 2nd party in assistance with the 1st party. Any contradictory act done be the 2nd party shall give permission to the 1st party to take legal action against the 2nd party.
5. Any rights of the 1st party if not specifically not mentioned in the present MOU shall not be considered as waiver of the same.
6. The address of the parties shall be mention in the present MOU assured to be true and correct for the purpose of the correspondence. Any letter/notice/ memo issued on the said address shall be considered to be served by the 2nd party.



CLAUSE 6
LEGAL

1. Any divergence or difference derived regarding agreed terms, condition and other activity of the examination process or premises shall be subject to Pune jurisdiction.
2. This undertaking is to be construed in accordance with Indian Law with exclusive Pune jurisdiction to try and decide such disputes.

IN WITNESS WHERE OF the parties here to have signed this agreement on the date aforementioned in the presence of the witnesses under named.



1st Party Details
by

D. P. SHAYAN
Principal
Shama Comp. Typing & S.H. Inst.
Khangaon - 444303
SI Code No. 8290301372001
Signed, Sealed and delivered

Company Name

Dhananjay Enterprises

Authorized Signatory

Mr. Prakash Babanrao Khedekar

Designation

Director

Address

401-405 ,Gera Chambers, off Boat Club Road ,Pune 411001

2nd Party (School/College) Name

by

Dewan
CDR. D. S. FALDEKAR
Principal

Authorized Signatory
G. S. Sci. Arts & Commerce
College, Khangaon-444303.



Signed, Sealed and delivered