

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

**G. S. Science. Arts & Commerce College
Khamgaon, Dist. Buldana**

&

**Swimming Association Buldana
Affiliated to
Swimming Association of Maharashtra,
Swimming Federation of India
Recognized by
Maharashtra Olympic Association**

FOR

**GCC-MPSA SPORTS COMPETITIONS
&
ANY OTHER SPORTS ACTIVITIES**



G. S. SCIENCE, ARTS & COMMERCE COLLEGE

KHAMGAON - 444 303, Dist. Buldana (M.S.)

Reaccredited by NAAC with 'A' Grade - CGPA 3.08 (Thrd Cycle)



Dr. D. S. Talwankar M.Sc. Ph.D.SET
Principal

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Date: 05/07/2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5th day of July 2021, by and between

G S. Science, Arts & Commerce College, Khamgaon Dist- Buldana THROUGH Principal Dr. Dhananjay Sopan Talwankar having office at Nandura Road, Khamgaon 444303 (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).

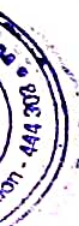
AND

Swimming Association Buldana, Affiliated to Swimming Association of Maharashtra, Swimming Federation of India Recognized by Maharashtra Olympic Association THROUGH Secretary Mr. Vijay Palaskar (registered with Charity Commissioner Buldana Registration No. Maha/141/2020) having its office at "Suyash" Sauji Nagar, Nandura Road Malkapur 443101 (hereinafter referred as 'Second Party', the Association which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns)

(The First Party and The Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

1. The First Party is an Institution named G S. Science, Arts & Commerce College, Khamgaon is one of the oldest esteemed educational institutions in Vidarbha region of Maharashtra state, having over 3500 students.

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2. The First party has a Physical Education department for promoting sports. The First party is in continuous efforts for the development of sport facilities including large play ground with running track, large swimming pool with ten lanes as well as shooting and Archery facility.
 3. The first party has an indoor stadium including two wooden courts and two cement courts of badminton.
 4. The Second party is continuously making efforts to promote sports by coaching in Badminton, tennis, swimming, running etc. and by organizing competitions in sports included in pentathlon.
 5. Second Party is associated with Affiliated to Swimming Association of Maharashtra, Swimming Federation of India Recognized by Maharashtra Olympic Association.
 6. Both the Parties believe that collaboration and co-operation between themselves will promote more effective use of their resources, and provide them with enhanced opportunities.
 7. The Parties, therefore, intend to cooperate and focus their efforts on cooperation within organizing sports competitions of District level, Maharashtra State and at National level. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
 8. In line with requirements of the first party, the second party has discussed the prospective of the development of sports like badminton, swimming, running and others. The First Party is willing to accommodate players of the second party for coaching and games in their premises and indoor hall on the terms and conditions mutually agreed upon.

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

1. The First Party and the Second Party will facilitate effective utilization of school/college/institute premises as and whenever required by the Second party for conducting the aforesaid sports.
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.

3. First Party and Second Party will facilitate effective utilization of school/college/institute premises as and when required by the Second party for conducting the aforesaid sporting events.
4. 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.
5. The First party shall provide its school/college/institute premises as and whenever required by the Second party for conducting the aforesaid sports.
Hence, it is agreed between the parties that the Second party shall inform the First party at least 30 days prior to the date of event about the requirement of the premises. Therefore, the First party hereby assures to make available their premises for the said activity on priority basis.
6. The Second party shall take responsibility to provide necessary staff and security to the students at the sports center and also to give necessary information of the staff i. e. Name, age, occupation, address, email id, contact No, photograph to the First party.
7. The First party shall provide two more contact details in advance to the Second party so that the Second party shall verify all the essential premises requirements.



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

First Party

(G. S. Science, Arts and Commerce College, Khamgaon)

Dawan

Authorized Signatory

Dr. Dhananjay S. Talwankar

Designation - Principal

Address *G. S. Sci. Arts & Commerce College, Khamgaon-444303.*
Nandura Road Khamgaon, Dist-Buldana 444303



Second Party (Swimming Association Buldana)

Vijay

Authorized Signatory

Mr. Vijay Palaskar

Designation *President / Secretary*
Badminton Sports Association.

Address *Swimming Association, Dist. Buldana 43020.*
Reg. No. MAH-376/2019

"Suyash" Savji Nagar, Nandura Road,

Malkapur - 443101



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

Witness - 1

H.A. Phosale

Dr. H.A. Phosale,
G.S. College, Khamgaon

Witness - 2

Tushwant Nagar

Tushwant Nagar
Malkapur