

MEMORANDUM OF UNDERSTANDING: MID DERMACON 2018

This Memorandum of Understanding (MoU) is entered on _____ (date) BETWEEN **Indian Association of Dermatologists, Venereologists and Leprologists (IADVL)** hereinafter known as FIRST PARTY and **MID DERMACON 2018 Organizing Committee (OC)** hereinafter known as SECOND PARTY to do following acts amongst others as may be agreed between the parties.

1. That the FIRST PARTY is a body constituted vide registered society registration no. _____ dated _____ having its registered office at _____ and bearing PAN NO. _____.

2. That the FIRST PARTY organizes various events from time to time at various places in India and outside India for the purpose contained in the objective clause of Constitution of the society and in furtherance to the same hereby empowers SECOND PARTY to organize MID DERMACON 2018 at _____ (venue) on _____ (date).

3. That the Chairperson of the OC along with the Organizing Secretary and the Treasurer will be wholly responsible for all aspects of MID DERMACON 2018 and this rule is binding to them which are tabulated hereunder:

a. That the SECOND PARTY shall open only one bank account in a Scheduled bank. This account should be opened after the resolution is passed for the same in the OC.

b. That the SECOND PARTY shall send bank statement every month to the National IADVL Treasurer and the Chairperson of Finance Committee.

c. That the SECOND PARTY shall send to the National IADVL Hon. Treasurer and Chairperson of Finance Committee copies of all the agreements that it enters into for the said conference within 10 days of signing the contract. Any conflict of interest in this regard will be disclosed. The event managers will preferably not be in any way related to any of the organizers; if so, the same shall be declared.

d. That the SECOND PARTY shall abide by all the rules and regulations of IADVL constitution and Standard Operating Procedures (SOPs) related to it.

4. That neither the SECOND PARTY nor anybody acting on their behalf shall block hotel rooms for the conference dates en mass in the host city. However, the SECOND PARTY will be allowed to book hotel rooms just sufficient enough to accommodate IADVL officials who are constitutionally entitled free accommodation and invited faculty members to whom the OC might have committed free accommodation either in the venue, if the venue happens to be a hotel, or suitable hotels in the city.

5. That the SECOND PARTY shall return seed money received from IADVL within 10 days from last date of registration. 15% of share of registration and 20% of share from pharmaceutical companies for stall rent will be sent to IADVL before the event. Once the accounts are audited the surplus is to be sent to IADVL as per the Constitution.

6. That the SECOND PARTY shall maintain books of account as per law and get accounts audited as per the schedule mentioned in clause 12. They will be submitted simultaneously to both Central and State Executive Committees.

7. That the SECOND PARTY shall use the PAN card of the FIRST PARTY and pay all local, State and Central Government taxes.

8. That the SECOND PARTY shall make all payments by cheque and shall get approval of OC where expenditure is more than 10 lakhs under any head. Similarly money will be accepted by cheque only, except during spot registration and sale of food coupons. Valid vouchers and receipts must be maintained for all payment except small cash amount where cash voucher should be used.

9. That failure to adhere to the terms of MoU will lead to disciplinary action and debar the SECOND PARTY to act for such further period as may be deemed fit and proper by the disciplinary committee constituted by FIRST PARTY on consideration of the facts and circumstances of the particular case and its finding shall be binding upon the SECOND PARTY.

10. That the FIRST PARTY and its auditors are agreeable for second audit by any other agency appointed by Central IADVL. Separate letter from auditors to this effect will be required. The

cost of travel, stay and fee of auditors for the second audit will be borne by the MID DERMACON 2018 OC.

11. That the audited accounts of MID DERMACON 2018 shall be tabled in the General Body (GB) meeting during DERMACON 2019. There will be a grace period of 4 weeks in case of an overwhelming reason for not getting the accounts ready. If that period also lapses then after due procedural actions and placing the details to the GBM the members of the OC would be temporarily suspended from the association. If even after 6 months of suspension, the accounts are not presented, then those members will be suspended from the association and in such cases appropriate LEGAL action shall be initiated against the erring officials at their cost, risk and consequences apart from penal interest and other penalty as may be decided by the Executive Committee of IADVL.

12. That the Organizing Chairperson, Organizing Secretary and Treasurer of MID DERMACON 2018 must be mandatorily present during the GB meeting during DERMACON 2019 when the audited account is taken up for discussion. The Treasurer of MID DERMACON 2018 shall read out the accounts in the meeting in presence of the Organizing Secretary. If the Treasurer or Organizing Secretary can't attend this meeting due to some genuine problem, he/she must be represented by someone duly authorized by the absentee and the representative shall have to perform the same duties in the meeting including answering questions raised by GB members. Transfer of surplus, closure of MIDERMACON bank a/c and submission of final audited report must happen before 31st March, 2019.

13. That, in case of natural calamities disrupting the MID DERMACON 2018, the amount will be reimbursed by the FIRST PARTY. In case Income Tax (IT) claim(s) arises after the surplus has been transferred, the amount will be borne by the FIRST PARTY. The financial liability in case of future IT claims to be borne equally by National IADVL and the concerned State branch. All the above criteria stand only if the SECOND PARTY have followed all the terms and conditions and submitted audited accounts in time. Dispute if any will be decided by the arbitration committee constituted by the FIRST PARTY.

(Signed & put the seal on _____ (date) in presence of AND witnesses as under)

MID DERMACON 2018 Organizing Committee (SECOND PARTY)

NAME / DESIGNATION	SIGNATURE
Organising Chairperson Dr. _____	
Organising Secretary Dr. _____	
Treasurer Dr. _____	

In the presence of **IADVL** _____ **State Branch**

NAME / DESIGNATION	SIGNATURE
President, IADVL _____ State Branch Dr. _____	
Secretary, IADVL _____ State Branch Dr. _____	

National IADVL (FIRST PARTY)

NAME / DESIGNATION	SIGNATURE
President Dr. _____	
President Elect Dr. _____	
Honorary Secretary General Dr. _____	

WITNESS:

1.

2.