

MEMORANDUM OF UNDERSTANDING: DERMACON 2020

This Memorandum of Understanding (MoU) is entered on _____ (date) BETWEEN **Indian Association of Dermatologists, Venereologists and Leprologists (IADVL)** hereinafter known as FIRST PARTY and **DERMACON 2020 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 bearing 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 DERMACON 2020 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 DERMACON 2020 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 and both will have viewing rights of the conference account(s).

c. That the SECOND PARTY shall send to the National IADVL 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 constitution and the amount already sent will be adjusted in that.

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 will appoint its local auditor in consultation with the IADVL EC/ Chairperson, Central Finance Committee and the local auditor will work in consultation with the auditor of IADVL who will retain the rights of final audit of the conference accounts. Separate

letter from the local auditor to this effect will be required. The cost of periodic travel and accommodation of IADVL auditor to the place of DERMACON will be borne by the DERMACON OC while his fee will be on IADVL. All expenses incurred on the local auditor will be borne by DERMACON OC.

11. That the last date for presenting the accounts of DERMACON 2020 for final audit by IADVL auditor shall be 31st October, 2020. 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 DERMACON must be mandatorily present during the Central Council (CC) and General Body (GB) meeting when the audited account is taken up for discussion. The Treasurer of DERMACON shall read out the accounts in both of these two meetings in presence of the Organizing Secretary. If the Treasurer or Organizing Secretary can't attend any of these two meetings 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 CC/GB members.

13. That, in case of natural calamities disrupting the DERMACON 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)

DERMACON 2020 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.