

MoU with reference to IADVL Conferences - DERMACON

This MoU will have to be signed by President and Branch Secretary of IADVL State Branch which is hosting the conference along with President/Chairperson of organising committee, organising secretary and treasurer of the conference. This undertaking will be submitted to Hon. General Secretary of IADVL, before central team comes for inspection of the venue.

President/Chairperson of the organising committee along with organising secretary and treasurer will be held responsible for all aspects of the conference and this rule is binding to them

It states

- 1) We will open only one bank account in a Scheduled bank. This account should be opened after the resolution is passed for the same in organising committee.
- 2) We will send bank statement every month to IADVL treasurer and chairperson of finance committee.
- 3) We will send to national IADVL treasurer and chairperson of finance committee Copies of all the agreement that we enter into for the said conference within 10 days of signing the contract. Any conflict of interests 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.
- 4) We will abide by all the rules and regulation of IADVL constitution and SOPs related to it.
- 5) Neither the organisers nor anybody acting on their behalf shall block hotel rooms for the conference dates en masse in the host city. However, organisers will be allowed to book hotel rooms sufficient enough to accommodate:
 - a) IADVL officials who are constitutionally entitled free accommodation
 - b) Offer rooms at discounted rates to members who seek accommodation directly from the organizers and

c) Invited faculty members to whom the organising committee might have committed free accommodation either in the venue – if the venue happens to be a hotel, or suitable hotels in the city.

6) We will return seed money received from IADVL within 10 days from last date of registration along with 7% simple interest till date. State branch will contribute 25% and centre will provide 75% of seed money. 15% of share of registration and 20% of share from pharma companies, and other exhibitors will be sent to IADVL before the DERMACON. 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.

7) We will 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 EC.

8) We will obtain separate PAN card and pay all local, state and central government taxes.

9) We will make all payments by cheque. We will get approval of organising committee 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.

10) We understand that failure to adhere to these MoU will lead to disciplinary action.

11) We and our 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 auditors fee for the second audit will be borne by organising committee.

12) Time lines for submitting accounts.

A preliminary unaudited report will be submitted at CCM with following specific information:

A) Number of delegates registered (all categories) and accrued amount; specifically mention spot registrations

- b) No of stalls and income accrued from them (received and receivables to be shown separately)
- c) Income from other sources
- d) Expenditure: under different heads (paid and payables)
- e) Statement of accounts from bank

31 October is the last date for presenting the audited accounts of DERMACON. 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 CC/GBM of IADVL.

13) Presence of Organizers in CC/GB meetings: The organizing chairperson, secretary and Treasurer of the conference must be mandatorily present during the CC and GB meeting when the audited account shall be taken 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.

14) In case of natural calamities which disrupt the DERMACON the amount will be reimbursed by IADVL.

15) If an IT claims arises after the surplus has been transferred the amount will be borne by IADVL. 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 organizers have followed all the terms and conditions and submitted audited accounts in time. Dispute if any will be decided by the arbitration committee.

As this MoU will be implemented for the first time, there may be some shortcomings/lacunae. This should be discussed by the concerned members and try to settle to mutual satisfaction.

NAME / DESIGNATION	SIGNATURE
Organising Chairperson	
President Organising	
Secretary	
Treasurer	

In the presence of _____ IADVL state branch

NAME / DESIGNATION	SIGNATURE
President OF state____ Branch_____	
Hon. General Secretary state____ Branch_____	

_____ State branch

_____ State Branch

From IADVL centre

NAME / DESIGNATION	SIGNATURE
Hon. General Secretary	
President	
President-Elect	

This Memorandum of Understanding is entered on this ____ day of January 2014 BETWEEN IADVL hereinafter known as FIRST PARTY and _____ s/o _____ r/o _____ hereinafter known as SECOND PARTY to do following acts amongst others as may be agreed between the parties so to do further with a written memo of competent person.

- 1) That the FIRST PARTY is a body constituted vide registered society vide registration no. _____ dated having its registered office at _____ and bearing PAN NO. _____.
- 2) That vide resolution dated of IADVL Mr. _____ the secretary / president is authorised to sign the MOU for and on behalf of IADVL which shall be binding upon IADVL and IADVL ratifies the same.
- 3) That the FIRST PARTY organises 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 organise DERMACON / MIDERMACON / International conferences at _____ from _____ to _____.
- 4) That the President/Chairperson of the organising committee along with organising secretary and treasurer will be wholly

responsible for all aspects of the conference and this rule is binding to them which are tabulated hereunder :

- a) That the SECOND PARTY shall open only one bank account in a Schedule bank. This account should be opened after the resolution is passed for the same in organising committee.
- b) That the SECOND PARTY shall send bank statement every month to IADVL treasurer and chairperson of finance committee.
- c) That the SECOND PARTY shall send to national IADVL treasurer and chairperson of finance committee Copies of all the agreement that we enter into for the said conference within 10 days of signing the contract. Any conflict of interests 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 regulation of IADVL constitution and SOPs related to it.
- e) That neither the organisers / SECOND PARTY nor anybody acting on their behalf shall block hotel rooms for the conference dates en masses in the host city. However, organisers / 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 organising committee might have committed free accommodation either in the venue – if the venue happens to be a hotel, or suitable hotels in the city.

- 6) 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 pharma companies to IADVL before the DERMACON. 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.
- 7) 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 EC.
- 8) That the SECOND PARTY shall obtain separate PAN card and pay all local, state and central government taxes.
- 9) That the SECOND PARTY shall make all payments by cheque and shall get approval of organising committee 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.
- 10) That the 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.
- 11) 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 auditors fee for the second audit will be borne by organising committee. (NEED NOT BE MENTIONED, CAN BE CONSIDERED ON REQUEST IF ANY)
- 12) That the limitation for submitting accounts shall be 31st October is the last date for presenting the audited accounts of DERMACON. 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 Managing Committee of IADVL.

13) That the CORUM of the meetings shall be as under : Presence of Organizers in CC/GB meetings: The organizing secretary and Treasurer must be mandatorily present during the CC and GB meeting when the audited account shall be taken 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.

14) That in case of natural calamities which may disrupt the DERMACON the amount will be reimbursed by IADVL. In case IT claim arises after the surplus has been transferred the amount will be borne by IADVL. 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 organizers have followed all the terms and conditions and submitted audited accounts in time. The matter is to be decided by the arbitration committee.

(Signed & put the seal on JANUARY ____, 2014 in presence of AND witnesses as under)

NAME / DESIGNATION	SIGNATURE
Organising Chairperson	
President Organising	
Secretary	
Treasurer	

In the presence of _____ IADVL state branch

NAME / DESIGNATION	SIGNATURE
President OF state____ Barnch____	
Hon. General Secretary state____ Branch_____	

_____ State branch

_____ State Branch

From IADVL centre (FIRST PARTY)

NAME / DESIGNATION	SIGNATURE
Hon. General Secretary	
President	
President-Elect	

WITNESS :

1.

2.