

MEMORANDUM OF UNDERSTANDINGS

FOR ACADEMIC COOPERATION AND EXCHANGE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on the 21st day of August 2021



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MEMORANDUM OF UNDERSTANDINGS (MOU)

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Between



Department of Geography

**Nya. Tatyasaheb Athalye Arts, Ved. S. R. Sapre Commerce, and Vid. Dadasaheb Pitre Science College (Autonomous College), Devrukh. Tal.Sangmeshwar, Dist. Ratnagiri-415804**

And

DEVGAD  
COLLEGE



Department of Geography

**Shri. S.H. Kelkar College of Arts, Commerce and Science, Devgad, Tal. Devgad, Dist. Sindhudurg- 416613**





**MEMORANDUM OF UNDERSTANDING**

**FOR ACADEMIC COOPERATION AND EXCHANGE**

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on the 17<sup>th</sup> day of November 2021.

**BETWEEN**

**Devrukh Shikshan Prasarak Mandal's Nya. Tatyasaheb Athalye Arts, Ved. S. R. Sapre Commerce, and Dadasaheb Pitre Science College, Devrukh**, (hereinafter referred to as "ASPCD") is an autonomous college recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having an address at: At Post Devrukh, Tal. Sangmeshwar, Dist. Ratnagiri, Pin 415 804, through its- Principal

**AND**

**Shikshan Prasarak Mandal, Devgad's Shri. S.H. Kelkar College of Arts, Commerce and Science, Devgad** (known as Devgad College, hereinafter referred to as "DC") is Mumbai university affiliated college under Section 2(f) and 12 (B) of the UGC Act 1956 and having an address at: Smt. Neerabai Parkar Vidyanagari, At Post- Devgad, Tal. Devgad, Dist. Sindhudurg, Pin 416613, through its- Principal.

**RECITALS**

**WHEREAS** ASPCD, established in 1972 by Devrukh Shikshan Prasarak Mandal, Devrukh, Tal Sangmeshwar, is an autonomous college, affiliated to Mumbai University, recipient of 'Mumbai University Best College Award' for the year 2009-10, and has obtained 'A' grade in the third cycle of National Assessment and Accreditation Council (NAAC) evaluation conducted in March 2016.

**AND WHEREAS** DC, established in 1974, is a college affiliated to Mumbai University recipient of 'Mumbai University Best College Award' for the year 2004-05, and has obtained 'B' grade in the third cycle of National Assessment and Accreditation Council (NAAC) evaluation conducted in March 2019.

**AND WHEREAS** ASPCD and DC (which for this MoU are hereinafter referred to as 'PARTY' and collectively referred to as the 'PARTIES') desire to work in collaboration with each other for academic exchange, scientific research, and collaboration on terms and conditions set out in this MoU.


**AND WHEREAS** it has been considered expedient to agree in writing to participate jointly in undertaking students and research projects as per the expertise and logistics available with the PARTIES.

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

**(1) Objective and Principles**

1. The objective of this MOU is to foster collaboration and to facilitate the advancement of knowledge based on reciprocity, best efforts, mutual benefits, and interactions.
2. This MOU intends to set out the general principles of cooperation in the field of academic exchange (faculty and/or students), collaboration, research, sharing of resources and infrastructure, etc. according to which the parties may jointly conduct the activities in the area.





**(2) Areas Cooperation**

1. Geography
2. Geospatial Technology
3. Urban Planning
4. Area Studies
5. Smart Geographies

**(3) Forms of Cooperation**

1. Faculty Exchange and Students' Exchange
2. Add-on/skill-based courses
3. Seminars, workshops, and lectures on topics of mutual interest and relevance
4. Public outreach programs
5. Field work

**(4) Exchange of Information and Research Samples**

1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be exchanged or arising under the objectives identified under (1). The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
2. Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators identified under (6).

**(5) Publications and Intellectual Property Rights**

1. Any research publications and intellectual property rights arising out of the students and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by ASPCD and DC.
2. The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both ASPCD/DC and the expenditure incurred thereof shall be borne jointly and equally by both.
3. The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY [IES] shall be shared between the PARTIES, the terms, and conditions of which shall be the subject matter of a separate agreement between the PARTIES.
4. The PARTIES shall not assign any rights and obligations to any third PARTY without the consent of the other party.

**(6) Implementation**

1. Based on the requirements of students and staff regarding education, training, and research, the PARTIES shall, in consultation with the IQAC coordinator, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.





2. The Head of the Department of ASPCD and DC shall be the contact persons for all the cooperation and other related issues identified in this understanding.

#### **(7) Finance**

1. Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

#### **(8) General Provisions**

1. Research instruments, infrastructure, and library facilities available at the PARTIES' workplace(s) shall be made available to the faculty, research scholars, and students of the PARTIES.
2. The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than the performance of their obligations under this understanding.
3. The implementation of the areas and forms of cooperation identified under (2) and (3) shall be subject to the availability and convenience of research students, faculties, and infrastructure facilities available at the PARTIES workplaces.
4. The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works. There shall be exchange visits by faculty members for academic and research purposes.
5. There shall be exchanges of students between both parties with the convenience of both the parties so that students can be benefitted from the good teachers of both parties.
6. All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
7. Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
8. All the collaboration activities according to this agreement shall be conducted following the laws and regulations governing ASPCD and DC.

#### **(9) Entry into Effect and Termination**

1. This MoU shall become effective on the date it is signed by the PARTIES and shall be valid for five years. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.
2. All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.



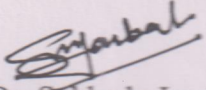
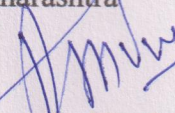


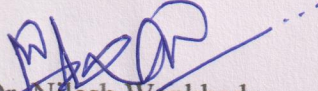
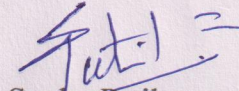


**(10) Non-exclusivity**

The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training, and research agreement, the participants may agree to limit each PARTY's right to collaborate with others on that subject.

This MoU has been executed in two originals, one of which has been retained by ASPCD and the other by DC.

**IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept, and agree to the terms contained herein.**

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| <p>For and on behalf of DC, Devgad,<br/>Sindhudurg, Maharashtra</p> <p><br/>Name: Dr. Sukhada Jambale<br/>I/c PRINCIPAL<br/>S.H.KELKAR COLLEGE OF<br/>ARTS, COMMERCE &amp; SCIENCE<br/>DEVGAD, DIST. SINDHUDURG</p> | <p>For and on behalf of ASPCD, Devrukh,<br/>Ratnagiri, Maharashtra</p> <p><br/>Name: Dr. Narendra Tendolkar<br/>PRINCIPAL,<br/>NYA, ATHALYE ARTS VED. SAPRE COMMERCE<br/>VIDHIDNYA PITRE SCIENCE COLLEGE<br/>DEVROKH (DIST. RATNAGIRI) PIN - 415 804</p> |
| <p>Seal:</p> <p></p>  | <p>Seal:</p> <p></p>  |
| <p>In the presence of</p> <p><br/>Name: Dr. Nitesh Wankhade<br/>Dr. N. M. Wankhade<br/>Head, Department of Geography<br/>Shri S. H. Kelkar College, Devgad<br/>Dist.-Sindhudurg, Mob.- 9420184888</p>             | <p>In the presence of</p> <p><br/>Name: Dr. Sardar Patil</p>  |
| <p>Address: Shri. S.H. Kelkar College, Devgad,<br/>Tal. Devgad , Dist. Sindhudurg-416613</p>   | <p>Address: ASP College, Devrukh, Tal.<br/>Sangameshwar, Dist. Ratnagiri-415804</p>   |