

# **MEMORANDUM OF UNDERSTANDINGS (MOU)**

#### Between



Karmaveer

Chhatrapati Shivaji College, Satara (Autonomous) Department of Geography Sadar Bazar Campus, Satara PIN 415001

And



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

# MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION AND EXCHANGE

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on the  $22^{nd}$  day of February 2021.

#### **BETWEEN**

Rayat Shikshan Sanstha's Chhatrapati Shivaji College, Satara (Autonomous (hereinafter referred to as C.S.College, Satara is an autonomous college recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having an address at: Sadar Bazar Campus, Satara PIN 415001, Through its Principal.

#### And

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

#### **RECITALS**

WHERE AS Chhatrapati Shivaji College, Satara, established in 1947 by Rayat Shikshan Sanstha, Satara is an autonomous college, affiliated to Shivaji University, Kolhapur. The college is accredited in the Third Cycle of accreditation at 'A+' grade by National Assessment and Accreditation Council, Bangaluru with CGPA of 3.51 in 2017. The UGC, New Delhi has conferred on the college autonomous status from the academic year 2019-2020. Under autonomy from 2019 the college has brought a change in the syllabus by introducing various skills useful for employability. The college is celebrating this year as a Platinum Jubilee year.

WHEREAS ASPCD, established in 1972 by Devrukh Shikshan Prasarak Mandal, Devrukh, Tal Sangmeshwar, is an autonomous college, affiliated to Mumbai University, recipient of the '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. The government of Maharashtra has recognized and acknowledged the efforts of the college for women's empowerment and felicitated twice for implementing the campaign 'Jagar Janivancha' (First in the District and second at the university level).

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking student 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:

### Article 1: Objective and Principles:-

- The objective of this MOU is to foster collaboration and to facilitate the advancement of knowledge based on reciprocity, best efforts, mutual benefits, and frequent interactions.
- This MOU intends to set out the general principles of cooperation in the field of academic exchange (faculty and student), collaboration, research, sharing of resources and infrastructure, etc. according to which the parties may jointly conduct the activities in the area.
- This MOU will be carried out within the framework of the respective laws and regulations of the institutions and is intended to create legally binding rights or obligations.

## Article 2. Areas Cooperation

- 1. Geography
- 2. Geospatial Technology
- 3. Urban Planning
- 4. Area Studies

## Article 3. Forms of Cooperation

- 1. Faculty/ Student Exchange
- Add-on/skill-based courses
- 3. Seminars, workshops, and lectures on topics of mutual interest and relevance
- 4. Public outreach programs
- 5. Fieldwork/Field-Based Activities
- 6. Organization of activities through online/ offline/ blended mode

## Article 4. Exchange of Information and Research Samples

 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 Article 1. The PARTIES shall 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
Article 6.1.

## Article 5. Publications and Intellectual Property Rights

- 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 C.S.College, Satara /ASPCD.
- The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both C.S.College, Satara ASPCD 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.
- The PARTIES shall not assign any rights and obligations to any third PARTY without the consent of the other party.

## Article 6. Implementation

The PARTIES agree to constitute an Advisory Committee as follows:

PRINCIPAL, C. S. COLLEGE, SATARA	PRINCIPAL, ASPCD
COORDINATOR, IQAC. C.S.COLLEGE, SATARA	
HEAD, DEPARTMENT OF GEOGRAPHY, Chh. SHIVAJI COLLEGE, SATARA	HEAD, DEPARTMENT OF GEOGRAPHY, ASPCD
ONE OR TWO FACULTY MEMBERS OF C. S. COLLEGE, SATARA	ONE OR TWO FACULTY MEMBERS OF ASPCD

- The Advisory Committee shall meet at least once a year either at or Chhatrapti Shivaji college, Satara or ASPCD virtually to review the progress.
- 3. Based on the education, training, and research requirements of students and staff, the advisory committee shall, in consultation with the faculty, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.

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.

#### Article 8. General Provisions

- 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.
- 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 Articles 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.
- 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.
- Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- All the collaboration activities according to this agreement shall be conducted following the laws and regulations governing C. S.College, Satara and ASPCD.

# Article 9. Entry into Effect and Termination

 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.

#### Article 10. Amendments

- This MoU represents the entire understanding between the PARTIES and supersedes any understandings either oral or written hitherto concerning the subject matter of this understanding.
- 2. No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed unless otherwise agreed to.

#### Article 11. Assignment

 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this Agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

## Article 12. 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 Chhatrapati Shivaji College, Satara and the other by ASPCD.

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

For and on behalf of ASPCD, Devrukh,

Ratnagiri, Maharashtra

Name: Dr. Marendra Fendolkar

Title: PRINCIPPIAL

NYA. ATHALYE ARTS VED. SAPRE COMMERCE VISUALYA PITRE SCIENCE COLLEGE DEVRUKH (DIST. RATNAGIRI) PIN - 415 804

In the presence of

Name: Dr. Sardar Patil

Title: Head, Department of Geography

Address: ASP College, Devrukh, Tal.

Sangameshwar, Dist. Ratnagiri-415804

For and on behalf of C.S.College,

Satara (Maharashtra)

Name: Dr. Vitthal S.Shivankar

Title: PRINCIPAL

Seal: Chhatrapati Shivaji College

Satara.

In the presence of

Head Department of Geography

Chhatrapati Shivaji College Satara.

Name: Dr. R.R.Salunkhe

Title: Head, Department of Geography

Address: Chhatrapati Shivaji College,

Satara, Sadar Bazar, Satara -415001