### **MEMORANDUM OF UNDERSTANDING**



## ATHALYE SAPRE PITRE COLLEGE, DEVRUKH Ratnagiri

AND



# GURU NANAK COLLEGE OF ARTS, SCIENCE AND COMMERCE, MUMBAI

13th JANUARY, 2021

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

### GURU NANAK COLLEGE OF ARTS, SCIENCE AND COMMERCE, MUMBAI

#### ATHALYE SAPRE PITRE COLLEGE, DEVRUKH - Ratnagiri

This MEMORANDUM OF UNDERSTANDING [hereinafter MOU] is made and entered into on Tuesday, 9th January, 2018 between ATHALYE SAPRE PITRE COLLEGE, DEVRUKH, Ratnagiri (Hereinafter ASP, on the ONE PART and Guru Nanak College of Arts, Science and Commerce, Mumbai on the OTHER PART (who for the purpose of this MOU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

WHERE AS ATHALYE SAPRE PITRE COLLEGE, DEVRUKH, Ratnagiri is a premier education Institution of higher learning in Ratnagiri having UG & PG courses in Arts, Science, Commerce, B.Voc and reaccredited Grade A by NAAC, and is involved in the dissemination of knowledge, research and extension.

And WHEREAS Guru Nanak College of Arts, Science and Commerce, Mumbai, a premier education Institution of higher learning in India having UG & PG courses and is involved in education, training, research and extension.

'Guru Nanak College of Arts, Science and Commerce, Mumbai' and the 'ASP Ratnagiri', recognizing the value of cooperation, have agreed to enter into this Memorandum of Understanding ('MOU') regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between 'Guru Nanak College of Arts, Science and Commerce, Mumbai' and the 'ASP Ratnagiri', based upon the principles of mutual equality and the reciprocity of benefits.

AND HENCE 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.

#### **Both Parties HEREBY AGREE:**

#### A. FACULTY-EXCHANGE PROGRAMME

Each Party will accept visiting faculty members from the other Party. The number of visiting faculty will not exceed two in a year. All expenses, including the travelling expenses, will be the responsibility of the visiting party.

Subject to availability, the host Party will provide the normal services for visiting faculty including stay, library and laboratory facilities. The host Party will assist the visiting faculty as far as possible, in matters of health or any other need The period of such visit will not exceed two weeks in a year.

#### B. JOINT RESEARCH PROGRAMME

The two Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of both colleges. The form of cooperation may vary with the goal of each project.

The two Parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further separate written agreement must be entered into in each case in accordance with the policies of ASP Ratnagiri and Guru Nanak College of Arts, Science and Commerce, Mumbai on intellectual property.

#### C. ACTIVITY EXCHANGE PROGRAMME

To facilitate academic and cultural interchange, the exchange of research materials, publications and information between the Parties will be encouraged. Each Party will invite the other, when appropriate, to participate/collaborate in conferences, symposia and short visits.

#### D. STUDENT EXCHANGE PROGRAMME

The exchange of students will be encouraged. The exchange could be for a period of not exceeding two weeks in a year from either side. The number of students will not exceed fifteen from either side.

#### E. COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws in the jurisdiction in which it is situated in and all visiting scholars and faculty shall comply with all relevant laws in the jurisdiction of the host Party.

#### F. COMPLIANCE WITH COLLEGE RULES

Visiting party will comply with the rules of the host Institution.

#### G. NO AGENCY

Nothing in this MOU gives rise to a relationship of agency between the parties.

#### H. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

Nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

#### I TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This MOU shall remain in force for a period of THREE years from the execution date at the beginning of this MOU, with the understanding that it may be terminated by either Party, giving three months' notice to the other Party in writing. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of official letters between the two parties. Such amendments, once approved by both Parties, will become part of this MOU. Neither Party may assign this MOU or any right under this MOU without the prior written consent of the other Party.

#### J. NOTICES

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the party giving the notice) be sent by registered post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause J:

Principal

Guru Nanak College of Arts, Science and Commerce, Mumbai Address:

G.T.B. Nagar, Mumbai - 400 037

ATHALYE SAPRE PITRE COLLEGE, DEVRUKH, Ratnagiri Address:

Sangameshwar, Dist.- Ratnagiri Pin- 415804. (Maharashtra)

#### K. LEGAL EFFECT

The terms of this MOU represent the current intentions of the Parties as at the time of Signing this MOU is not legally binding on the Parties.

#### L. SECTION HEADINGS

Headings contained in this MOU are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

IN WITNESS whereof this MOU has been duly executed on the date shown at the beginning of this MOU. This MOU has been executed in two originals, one of which has been retained by ASP and the other by Guru Nanak College of Arts, Science and Commerce, Mumbai'.

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:
Athalye Sapre Pitre College,
Devrukh, Ratnagiri

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CH (DIST. RATNAGIRI) PIN - 415 804

Signature:

Name: Dr. N.P. Tendolpar

Title: Principal NYA. ATHALYE ARTS VED. SAPRE COMMERCE

Seal:

In the presence

Signature:

Name: Dr. Hemant Chavan.

Title: Assf. Professor.

DEVRUKE

Address:

Athalye Sapre Pitre College,

Devrukh, Ratnagiri

For and on behalf of:

Guru Nanak College of Arts, Science and

Commerce, Mumbai

Signature:

Seal:

Name: Dr. Pushpinder G. Bhatia

Title: Principal

Principal,

Guru Nanak College of orts, Science & Commerce, G. T. B. Nagar, Slon (E),

Mumbai - 400 037,

In the presence:

Signature:

Name: Pr. Korhie Krishnon

Title: Asst. Prof.

Address:

Guru Nanak College of Arts, Science and

Commerce, GTB Nagar, Sion

Mumbai