

MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC COOPERATION AND EXCHANGE

(B. Voc. Programme in Village Resource Mapping)

Skill Sector: IT/ITes

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made and executed on this 18th day of July 2020 at Devrukh.

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”) 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

SpatialHawk, a Geointelligence Company started under MCA Act, 2013 (18 of 2013) and having an address at: 704/7A, Shanti Niketan CHS, Lakshminarsingh, Papan Marg, Off. Dr. E. Moses Road, Gandhi Nagar, Worli, Mumbai- 4000018, Maharashtra, India, through its- Director of Executive.

WHEREAS:

A. 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. The government of Maharashtra has recognized and acknowledged the efforts of the college for **women empowerment** and felicitated twice for implementing the campaign ‘**Jagar Janivancha**’ (First in the District and second at the University level)

B. SpatialHawk established in the year 2019, by group of professionals, is a geointelligence company working throughout India with its headquarter in Mumbai and branches at Mysore and Hyderabad. SpatialHawk has a strong and vertical geospatial domain with expertise from a wide range of interdisciplinary academic and professional backgrounds. SpatialHawk involved in the development of customized applications & products for geospatial and its services. SpatialHawk is working in the areas of surveying, data processing, data analytics, application development,

web designing (web-gis designing) hosting, and skill development among the youth through training.

- C. ASPCD and SpatialHawk and (hereinafter referred to as "parties") desire to work in collaboration with each other for educational activities and scientific research and on terms and conditions set out below.

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

Paragraph 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 frequent interactions.
2. This MOU intends to set out the general principles of cooperation in the field of education, training, and research, according to which the parties may jointly conduct the short term courses and Certificate, Diploma, Advanced Diploma, and Degree Programmes in the area of geoinformatics.
3. 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.

Paragraph 2: Scope of Cooperation:-

ASPCD and **SpatialHawk** agree to explore the possibility of engaging in the following modes of collaboration:

- 1) **ASPCD** and **SpatialHawk** agree to investigate ways of identifying and inviting students, faculty members from ASPCD, and experts from **SpatialHawk**.
- 2) **ASPCD** and **SpatialHawk** agree for the conduction of extensive research in the field of geoinformatics for the betterment of society.
- 3) **ASPCD** and **SpatialHawk** agree for the exchange of information on research, teaching, learning materials, and other literature relevant to their educational and research programs.
- 4) **ASPCD** and **SpatialHawk** agree to jointly identify and pursue opportunities for the formulation and submission of new research project proposals and or training programs from funding agencies. The terms and conditions of such a joint research project would be worked out between the concerned investigator and the funding agency.
- 5) **ASPCD** and **SpatialHawk** agree for joint proposal or engagement in research or training programs sponsored by funding agencies extending invitations to each other's experts to participate therein.

- 6) **ASPCD** and **SpatialHawk** agree to organize seminars, conferences, workshops, and short-term continuing education programs on topics of mutual interests while extending invitations to each other's faculty, students, and experts to participate therein.
- 7) **SpatialHawk** will provide an internship opportunity free of cost or at nominal remuneration to the students of **ASPCD** as per the availability of the seats.
- 8) **ASPCD** and **SpatialHawk** agree to exchange faculty/ experts from **SpatialHawk** for guest lectures and/or as a fulltime faculty/resource persons.
- 9) **ASPCD** and **SpatialHawk** agree to respect each other's right to intellectual property. All background intellectual property used in connection with this MOU shall remain the property of the party that introduces it. No license is granted to any party to use another party's background intellectual property unless specifically agreed to in writing. Further, the intellectual property rights that arise as a result of any collaborative research or joint activity under this MOU would be subject to a separate written agreement(s) on the ownership and management of such intellectual property and each party agrees to respect the ownership of intellectual property of the other parties in all dealings, consistent with officially laid down intellectual property rights policies of the partner institution.
- 10) No party of this memorandum shall use the name, logo, or any other designation of any of the other parties without prior written consent.

Paragraph 3: Financial Obligations:-

- 1) The terms of any financial management will be subject to a separate agreement(s) made on a case-by-case basis; such further agreements will include the names of those persons responsible for managing the implementation etc. of collaborative activity.
- 2) In the case of visiting-faculty/ guest-lecturers/ fulltime-faculty, the remuneration should be paid as per the rules and regulations of the Government of Maharashtra and UGC laid down by time to time.

Paragraph 4: Term of the Agreement:

- 1) The term of this MOU is for 5 (Five) years commencing from the date it is signed by representatives of the two institutions. The parties may decide to further extend the term of this MOU by mutual consent on terms and conditions as may be agreed between them.
- 2) This MOU will be reviewed after three years; the terms of this MOU may be amended by mutual written agreement before the date of review. Any extension to this MOU will be formally agreed upon in writing by the parties.

Paragraph 5: Amendment:-

- 1) This MOU may be amended by the mutual written consent of the Sides.

Paragraph 6: Dispute Settlement:-

The parties will consult together upon request of either party regarding any matter relating to the terms of this MOU and will endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings which may arise.

Paragraph 7: Confidentiality:-

1. The Parties agree to maintain strict secrecy and confidentiality regarding any Confidential Information exchanged or to be exchanged between them concerning this Agreement.
2. Information and material disclosed and provided by each party to the other party in pursuance of or connection with the performance of its obligation under this agreement shall at all times remain the sole and exclusive property of the disclosing Party.

Paragraph 8: Entry into Effect and Termination:-

1. This MOU will come into effect on the date of signature.
2. This MOU will remain in effect for an initial period of one (1) year and will be extended for successive periods of one (1) year, unless either side notifies the other side, in writing, of its intention to terminate.

Paragraph 8: Originals:

This Agreement is signed on the 18th day of July 2020 in originals and kept in original with both the parties.

For ASPCD

For SpatialHawk

Name: Dr Narendra P. Tendolkar

Name: Mr. Uday Gurav

Designation: Principal

Designation: Director of Executive



For ASPCD

For SpatialHawk

Name: Mr. Shirish Phatak

Designation: Secretary, DSPM



Name: Chandan Morya

Designation: Training Manager

Witness 1

Full Name- Dr. Sardar Ananda Patil

Designation: Assistant Professor,

Dept of Geography, ASPCD

Witness 2

Full Name- Mr. Arvind Madhukar Kulkarni

Designation: IQAC Coordinator and Assistant Professor,

Dept of Commerce, ASPCD