



Autonomous (2016-17)

Malad Kandivli Education Society's  
**NAGINDAS KHANDWALA COLLEGE**  
OF COMMERCE, ARTS & MANAGEMENT STUDIES  
AND SHANTABEN NAGINDAS KHANDWALA COLLEGE OF SCIENCE

(Re-accredited (3<sup>rd</sup> cycle) by NAAC with 'A' Grade)  
ISO 9001 : 2015 Certified

Educational Excellence Award By Indus Foundation, U.S.A.  
IMC Ramkrishna Bajaj National Quality Commendation Certificate



---

MEMORANDUM OF UNDERSTANDINGS (MOU)

---

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



Department of Geography, Nagindas Khandwala College  
(Autonomous)



**MEMORANDUM OF UNDERSTANDING**  
**FOR ACADEMIC COOPERATION AND EXCHANGE**

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on the 20<sup>th</sup> day of June 2019.

**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**

**Nagindas Khandwala College, Mumbai,** (hereinafter referred to as "NKC") is an Autonomous College recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having an address at: Malad, Mumbai -400 056, through 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. 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).

**AND WHEREAS** NKC, established in 1983, is an autonomous college, affiliated to Mumbai University, and has been reaccredited with an 'A' grade by NAAC (3<sup>rd</sup> cycle) and is ISO 9001:2015 certified.

**AND WHEREAS** ASPCD and NKC (who for this MoU are hereinafter individually 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.



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

**Article 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 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.
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.

**Article 2. Areas of Cooperation**

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

**Article 3. Forms of Cooperation**

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

**Article 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 Article 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 Article 6.1.



## **Article 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 NKC.
2. The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both ASPCD/NKC 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.

## **Article 6. Implementation**

1. The PARTIES agree to constitute an Advisory Committee as follows:

ASPCD	NKC
PRINCIPAL, ASPCD	PRINCIPAL, NKC
COORDINATOR, IQAC, ASPCD	COORDINATOR, IQAC, NKC
HEAD, DEPARTMENT OF GEOGRAPHY, ASPCD	HEAD, DEPARTMENT OF GEOGRAPHY, NKC
ONE OR TWO FACULTY MEMBERS OF ASPCD	ONE OR TWO FACULTY MEMBERS OF NKC

2. The Advisory Committee shall meet at least once a year either at ASPCD or NKC or 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.
4. The Head of the Department of ASPCD and NKC shall be the contact persons for all the cooperation and other related issues identified in this understanding.

## **Article 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.



## **Article 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 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.
5. There shall be exchanges of students between both parties with the convenience of both 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 NKC.

## **Article 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.



#### Article 10. Amendments

1. 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

1. 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

1. 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 NKC.

**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 NKC, Malad,  
Mumbai

Dr. (Mrs.) Ancy Jose  
PRINCIPAL

For and on behalf of ASPCD, Devrukh,  
Ratnagiri, Maharashtra

Dr. Narendra Tendolkar  
PRINCIPAL

Seal:





In the presence of

*M. Datta*

Prof. Dr. Moushumi Datta

(Vice Principal and IQAC Co ordinator)

Address: Nagindas Khandwala College

Bhadran Nagar, Malad (West),

Mumbai- 400 064

In the presence of

*S. Patil*

Dr. Sardar Patil

Head, Department of Geography

Address: ASP College, Devrukh, Tal.

Sangameshwar, Dist. Ratnagiri-415804