

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on this 4th day of March., 2023 at Devrukh.

BETWEEN

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

Through its- Principal

(Hereinafter referred to as "ASPCD")

AND

Sahyadri Sankalp Society, a local based emerging organization in the field of biodiversity, wildlife, sustainable livelihood and having address at: C/o: Prakash Jaywant Khopkar, A/72, Topiwala Building, Dr. Babasaheb Ambedkar Road, Near ITC Hotel, Parel, Mumbai-400012. Maharashtra State, India.

Through its- Executive Director

(Hereinafter referred to as "SSSD")

WHEREAS:

- A. ASPCD, Established in 1972 by Devrukh Shikshan Prasarak Mandal, Devrukh, Tal Sangmeshwar, is an autonomous institute, 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.
- B. SSSD, Established in 2021 by young, enthusiastic people with aim to work for 'Sustainable Nature Conservation and Livelihood Protection', is a reputed Nonprofit, non-governmental Organization working in various aspects of Biodiversity, wildlife, environment conservation, research and awareness. It is working in working in great biodiversity hotspot area of Western Ghat through various innovative and need based, ground action oriented research and awareness projects with various stakeholders.
- C. ASPCD and SSSD to work in collaboration with each other for environment awareness programs, 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:

1. Purpose:

The goal of this cooperation is to foster collaboration and to facilitate advancement of knowledge on the basis of reciprocity, best efforts, mutual benefits and frequent interactions.

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

- 1) **ASPCD** and **SSSD** agree to investigate ways of identifying and inviting students, faculty members from **ASPCD** and experts from **SSSD**.
- 2) Conduction of extensive research and awareness in the field of Wildlife, Biodiversity and Environment Conservation, Sustainable Agriculture, Plant utilization, Ecosystems like Sacred groves, Rocky laterite plateau etc.
- 3) Exchange of information on research, teaching, learning materials and other literature relevant to their educational and research programmes.
- 4) **ASPCD** and **SSSD** agree to jointly identify and pursue opportunities for formulation and submission of new research project proposals and or training programmes from funding agencies. The terms and conditions of such joint research project would be worked out between the concerned investigator and the funding agency.
- 5) Joint proposal or engagement in awareness, research or training programmes sponsored by funding agencies extending invitations to each other's experts to participate therein.
- 6) Organization of seminars, conferences, workshops and short-term continuing education and awareness programmes on topics of mutual interests, while extending invitations to faculty, students of **ASPCD** and experts from **SSSD** to participate therein.
- 7) Involving students of **ASPCD** at graduate or post graduate level for limited period of time for purposes of education, awareness and/or research.
- 8) Exchange of faculty/Experts from **ASPCD** and **SSSD** for purpose of guest lectures, presentations, meetings, research projects, awareness programs and/or as a resource person.

9) **ASPCD** and **SSSD** 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 arises as a result of any collaborative research or joint activity under this MOU would be subject to 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 consent.

11) The terms of any financial management will be subject to 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. Term of the Agreement:

The term of this MOU is for 5 (Five) years commencing from the date it is signed by representative 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.

3. Further Agreements:

This MOU will be reviewed after three years; the terms of this MOU may be amended by mutual written agreement prior to the date or review. Any extension to this MOU will be formally agreed in writing by the parties.

4. Amendment/Termination of MOU

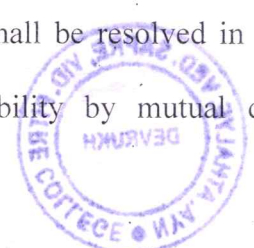
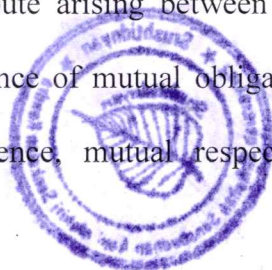
- i. Any amendment to the terms of this agreement can only be made by mutual consent of the parties.
- ii. Either institution may terminate the MOU by giving written notice to the other institution six months in advance. Once terminated, neither ASPCD nor SSSD will be responsible for any losses, financial or otherwise, which the other institution may suffer. However ASPCD and SSSD will ensure that all activities in progress are allowed to complete successfully.

5. Confidentiality:

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

6. Applicable Law and Dispute Settlement:

- i. This agreement shall be governed by the Laws of India.
- ii. Any dispute arising between the parties in connection with or arising out of the performance of mutual obligations under this MOU shall be resolved in a spirit of independence, mutual respects and shared responsibility by mutual discussion,



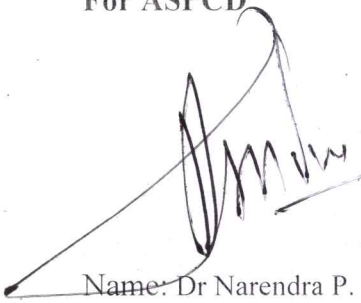
consultation. If the dispute remained unresolved even after 30 days, then the dispute shall be referred to Dr Narendra Tendolkar, Principal of ASPCD and Mr. Prateek More, Executive Director, of SSSD. The decision of Dr Narendra Tendolkar and Mr. Prateek More shall be final and binding on both parties.

7. Originals:

This Agreement is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have put their hands the day, month and the year first hereinabove mentioned.

For ASPCD



Name: Dr Narendra P. Tendolkar

Designation: Principal

For SSSD



Name: Mr. Prateek S. More

Designation: Executive Director

Witness 1



Full Name- Mr. Pratap V. Naikwade

Designation: Head, Dept of Botany, and
IQAC Coordinator,

ASPCD



Witness 2



Full Name- Mr. Kunal Anerao

Designation: Treasurer,

SSSD

