



महाराष्ट्र MAHARASHTRA

2019



VG 995761

SUB-TREASURER, PALGHAR, MAHARASHTRA

16 SEP 2021

स्टॅम्प विक्रीची ठिकाण मोखाडा  
24/15 किंमत 100/- ता. 30 NOV 2021  
Principal  
Arts, Science & Com. College  
Mokhada, Dist. Palghar  
लायसन्स क्र. 2/992

स्टॅम्प वेंडर  
श्री. डी. के. पाटील  
वशाकर, ता. मोखाडा

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**Department of Zoology,  
Rayat Shikshan Sanstha's Arts, Science and Commerce College,  
Mokhada, Dist. Palghar 401604.**

**&**

**Department of Zoology,  
Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's  
Arts, Commerce and Science College, Onde, Tal. Vikramgad, Dist.  
Palghar 401 605**

**FOR**

**FACULTY EXCHANGE PROGRAMME, SKILL DEVELOPMENT,  
STUDENT EXCHANGE PROGRAMME, R&D SERVICES AND RELATED  
SERVICES**

# फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे -

प्रतिज्ञापत्राचा वेळी कारण प्रतिज्ञापत्र करारनामा समतुल्य

Principal  
Arts, Science & Com. College  
Mokhada, Dist. Palghar

मुद्राक विक्रम घणव्याचाच नाव व राहिल्याची पत्ता

मा. ६ दिनांक बाबतची नोंद वही अनु. क्रमांक दिनांक

24/11/2021

30 NOV 2021

मुद्राक विक्रम घणव्याची सही

*Handwritten signature*

परवाना घ. १५) मुद्राक विक्रम घणव्याचाच नाव व राहिल्याची पत्ता

ड. क. पटाल सही

घणव्याचा क्रमांक असलेल्या मुद्राक विक्रम घणव्याचाच नाव व राहिल्याची पत्ता

प. प. क. २२०७००९

पत्ता: तहसील कचरी, माखाडा ता. माखाडा जि. पालघर

ज्या कारणासाठी ज्यानी मुद्राक खरेदी केली त्यानी त्याच कारणासाठी

मुद्राक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 11<sup>th</sup> of December Two Thousand and Twenty One ( 11 / 12 / 2021 ), by and between, **Department of Zoology of Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada, Dist. Palghar – 401604**, the **First Party** represented herein by its Principal **Dr. L. D. Bhor** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**AND**

**Department of Zoology of Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's Arts, Commerce and Science College, Onde, Tal. Vikramgad, Dist. Palghar 401 605**, and represented herein by its Principal **Dr. V.S. Sonawane** (hereinafter referred as '**Second Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns)

### **WHEREAS:**

- A) First Party is a Higher Educational Institution named:
  - (i) **Name of Institution:** Arts, Science and Commerce College, Mokhada, Dist: Palghar.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Faculty Exchange Programme, Skill Development, Student Exchange Programme, R&D Services and Related Services.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's Arts, Commerce and Science College, Onde, Tal. Vikramgad, Dist. Palghar 401 605** the Second Party is engaged in Education fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective

operations within the **Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada, Dist. Palghar – 401604** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the laboratory, the Second Party.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MoU**

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of a laboratory. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**2.2 Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the laboratorial scenario meaningfully.

**2.3 Laboratory Training & Visits:** Laboratory and Institution interaction will give an insight in to the latest developments / requirements of the laboratories; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Training Programs for the First Party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs for the hands-on training of the learners enrolled with the First Party.

**2.4 Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Zoology**.

**2.5 Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them laboratory ready. Students can volunteer in blood donation camp activities and assist the blood bank staff.

**2.6 Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

**2.7 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the laboratory requirement considering the National Occupational Standards in concerned sector, if available.

**2.8** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the **Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada, Dist. Palghar – 401604** the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4

#### VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Department of Zoology, Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada, Dist. Palghar – 401604**, the First Party, as the case may be, will take effective steps for implementation of this MoU or **Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's Arts, Commerce and Science College, Onde, Tal.Vikramgad, Dist. Palghar 401 605**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

4.2 Both Parties may terminate this MoU upon 30 calendar day's notice in writing. In the event of termination, both parties have to discharge their obligations.

### CLAUSE 5

#### RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Department of Zoology, Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada** and **Department of Zoology, Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's Arts, Commerce and Science College, Onde, Tal.Vikramgad, Dist. Palghar 421 605**, are acting under this MoU as

independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Palghar.**

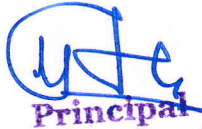
**AGREED:**

For

For

**Rayat Shikshan Sanstha's Arts, Science  
and Commerce College, Mokhada, Dist.  
Palghar, 401604**

**Sanjeevan Gramin Vaidyakiya and  
Samajik Sahayata Pratishtan's Arts,  
Commerce and Science College, Onde,  
Tal. Vikramgad, Dist. Palghar 401 605**

  
**Principal**  
Arts, Science & Com. College  
Mokhada, Dist. Palghar

  
**I/C PRINCIPAL**  
ARTS. COMMERCE & SCIENCE COLLEGE  
ONDE, TAL. VIKRAMGAD, DIST. PALGHAR.  
PIN - 401 605

Authorized Signatory

Authorized Signatory

<b>Rayat Shikshan Sanstha's Arts, Science and Commerce College, Mokhada, Dist. Palghar 401604</b>	<b>Sanjeevan Gramin Vaidyakiya and Samajik Sahayata Pratishtan's Arts, Commerce and Science College, Onde, Tal. Vikramgad, Dist. Palghar 401 605</b>
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Witness 1: Patil

Dr. Chetana Yogesh Patil

Witness 2: Bansode

Mr. Bhimrao S. Bansode

Witness 3: Chundore

Dr. A. M. Chundore

Witness 4: Gade

Dr. V. B. Gade