# **3.5.2** Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the year

Organisation with which MoU is signed	Name of the institution/ industry/ corporate house	Year of signing MoU	Duratio n	List the actual activities under each MOU year wise	Number of students/teache rs participated under MoUs
University	Singidunum University Serbia	30-07-2020	03 Years	Nil	0
Research Institute	MIT Centre for Analytical Research and Studies, Aurangabad	17-08-2021	05 Years	Training programme on Food Analysis	5
Non Government Organization	Pragatik Itihas Sanstha, Aurangabad	01-01-2020	05 Years	Seminar on Anti Sexual Harrashment	104
Consultant	The Jump Start Pune, Mr. Mahesh Iyer, Co-Founder and Curator contact No.	28-05-2021	01 Year	Faculty Developmen t Programme	30
	8411975119			1st International Webcast Series	96





универзитет сингизунум

### MEMORANDUM OF UNDERSTANDING

#### Between

### Singidunum University, Serbia

And

MES'S Arts, Commerce and Science College, Sonal, Tal. Newasa, Dist. Ahmednagar, MS, India

Hereinafter collectively referred to as "Parties" or individually referred to as "Party",

#### Preamble

Parties agree on the Importance and the usefulness of establishing educational, scientific and cultural links between the Parties and their countries.

This Memorandum of Understanding ('MoU') presents a general framework for the joint pursuit of the above mentioned goals.

#### 1. Areas of cooperation :

- a) The Project entitled 'A Comparative Study of Iliad and Mahabharata with Special Reference to its Tragic Heroes', shall be carried out by Professor Pavle Pavlovic, and other faculty of Singidunum University, Belgrade, Serbia with reference to Iliad and Dr. Sandip Prabhakar Khedkar, Assoc. Professor, and other faculty of Dept. of English and Research Centre, MES'S Arts, Commerce and Science College, Sonal, Tal. Newasa, Dist. Ahmednagar, MS, India with reference to Mahabharta.
- b) cooperation on academic programmes;
- c) development of joint research activities;
- d) student and staff exchanges or mutual visits to the institutions;
- e) exchange of information, including the results of teaching and research collaboration;
- f) any other activities viewed to be mutually beneficial.

The terms and conditions of each specific cooperation activity implemented under this MoU shall be mutually discussed and agreed upon in writing by the Parties prior to the initiation of the activity and will be the subject of an addendum to this MoU.

#### 2. Duration and renewal of MoU

This MoU becomes effective from the day the representatives of the Parties affix their signatures below, and will continue for an initial period of three years, whereupon it shall be reviewed and may be





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extended by a mutual written agreement of the Parties. This MoU may be amended by written consent of the Parties and may be terminated by either Party upon giving six months written notice.

#### 3. Use of names and logos

Any use of the names, programmes or logos of 'Singidunum University' or ', MES'S Arts, Commerce and Science College, Sonal, Tal. Newasa, Dist. Ahmednagar, MS, India', relating in any way to the activities described in this MoU, shall be subject to prior written approval.

#### 4. Assignment

This MoU shall be personal to the Parties hereto and no Party shall have the right to assign or transfer any right or obligation hereunder in whole or in part to any third party without prior written consent of other Parties.

#### 5. Dispute resolution

If a problem or dispute arises between the Parties, they will first seek to resolve it between themselves to the best of their endeavors, and will use all efforts required to settle the problem or dispute by direct negotiation. If the problem or dispute cannot be resolved in this manner, the Parties may elect a third party by mutual consent, which shall examine the problem or dispute and provide recommendations. The Parties shall share equally all expenses incurred in appointing the third party. This MoU has been drawn up in English in four copies, with two versions being issued to each Party.

For S	INGIDUNUM UNIVERSITY
	(1 The )
	Prof. Endre Pap
	Rector
In Be	lgrade,
29.0	7.2020.

For, N	NES'S Arts,	Commerc	e and
Scienc	e College_S	ionai, Tal.	Newasa,
Dist. A	hmedpaga	r, MS, Ind	ia
(Dr. S	hankartaxi	nantawa	W.
MES'S	Principa Arts, Como	0 0	Sciences
2 T	e, Sonai Ja		, Dist.
Ahme	dnagar, MS	Shodia E	1+
Place:	Sonai	Senno.	Sha
Date:	30.00	7.20	20

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# MES'S ARTS, COMMERCE AND SCIENCE COLLEGE, SONAI

# TAL-NEWASA, DIST-AHMEDNAGAR

# AND

# MIT CENTER FOR ANALYTICAL RESEARCH AND STUDIES, AURANGABAD

207, B.TECH BUILDING, MIT CAMPUS, BEED BYPASS, AURANGABAD

17 AUGUST 2021

MES'S Arts, Commerce and Science College, Sonai and MIT-CARS, Aurangabad has taken an initiative of formulating memorandum of understanding for the purpose of academic co-operation, promotion, training placement to standardize policies, procedures and to collectively out the areas for better academics and research.

Therefore the institutes agree to establish the memorandum of understanding (MoU) with terms and conditions.

# 1) AIMS AND OBJECTIVES-

The goal of this co-operation is to inspire the collaborations, provide opportunities for interdisciplinary experiences.

- Developing new pattern of interdisciplinary activities
- Provision of consultancy for student and staff improvement
- Exchange of information on research, learning material and practical knowledge.
- Joint organization and participation of training programmes.

# 2) ACTIVITIES OF COLLABORATION

- Exchange of staff for the purpose of implementation of joint tasks within the areas of co-operation.
- The two organizations agree to share their respective important laboratory, library and other supporting facilities in order to promote academic and research.
- Both the institutions agree to organize skill oriented training programmes.
- · Demonstration and hands on training for both staff and students
- · Organize industrial visit for the students.
- · To increase environmental awareness for better purpose
- The areas identified for cooperation in the field of milk and milk product, analytical chemistry, commerce, management, herbals, food & nutrition, etc.
- This MoU will address the basic relationship, roles and responsibilities of the parties but leaves for later agreement the more precise terms that will constitute the substance of the partnership. This MoU provide scope of adding further college and industry in future.

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# 3) AUTHORITY -

The MoU will primarily be governed by the head of the institutions. The head will be authority to represent and express the institutions and decision will be implemented

# 4) ROLES AND RESPONSIBILITIES OF THE PARTIES

- Parties agree to conduct the following activities from the date of signing. Work jointly on the issues related to quality in education.
- Have necessary agreements needed for conducting activities in the institutions.
- Share information with confidentiality as the main clause which does not harm both the parties.
- Create better working environment and better academic practices through joint volume and work on social responsibilities as well current issues- solving and awareness.
- Conduct activities needed by the organizations together like training programmes, industrial visit, guest lectures and counseling programme for students.
- Analysis of food samples by the faculty of ACS College Sonai which produced by MIT-CARS.
- Sharing infrastructure (MIT CARS laboratories) to promote education and research by both the parties.
- MIT CARS laboratory will provide the material and Chemicals required for the given research Project and permit the use of Equipments or Instruments for research work if needed and also sponsor prizes for meritorious students for their motivation
- To encourage self evaluation, accountability, autonomy and innovations in college and industry.

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## 5) FUNDING -

The concerned parties are free to choose the pricing of the program. The parties involved on sharing basis can develop the funds. The mechanism of funding is to be decided and executed by the interacting partners.





### 6) AGREEMENTS

In order to inspire the successful completion of this MoU the parties agree to the following terms and condition.

Both party pledges in good faith to go forward with this MoU and subject to the terms and conditions.

- Either party may withdraw at any time from this MoU by transmitting a signed writing to that effect to the other party.
- The parties agree that if withdraw at any time from this MoU previous student data submitted by will remain with the parties.
- By mutual agreement the parties may modify the list of intended activities set and to determine practical manner by which the goal purpose and activities of this MoU will be accomplished. However any modification to any other written part of this Mou must be made in writing and signed by both parties and their designees.
- Nothing of this MoU shall be constructed to authorize or permit any violation of any government, state or local, UGC or university law imposed upon the parties.
- The parties will not compel each other that could lead to any legal hassle. Every party has the right to share the information they feel worth sharing. It is no binding on parties to share each and every information.
- The issue with intellectual property right can be shared only with prior permission of the concerned party

# 7) DURATION AND TERMINATION-

This Mou will take effect from the date it is signed by the head of the two institutions. It will remain valid for a period of five years. Either institution may terminate by giving written notice to her to six months in advance. Once terminated both the institution will not be responsible for any losses





# 8) PRIMARY CONTACTS

Sr. No.	Name	Designation	Institution	Contact Details
1	Dr. Deepak Bornare	Dy. Director	MIT Center For Analytical Research And Studies, Aurangabad	Office: 0240-2375330 Email Id- cars@mit.asia
2	Dr. Shankar L. Laware	Principal	Arts, Commerce and Science College, Sonai, Tal- Newasa	Office: 02427-231384 Mob: 9822742384 Email Id- mesacscollege@gmail.c om

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#### Memorandum of Understanding

This memorandum of understanding, for the sake of brevity hereinafter referred as MOU, is made and executed on the 28thday of May 2021 between Mula Education Society's Arts, Commerce and Science College, Sonai, herein referred to as 'Institution' having its registered address at A/P- Sonai - Rahuri Road Sonai, Tal, Newasa, Maharashtra 414105, represented by its Authorized Signatory Principal (Dr.) Shankar. L. Laware, which term shall unless excluded by or repugnant to the context, include its successors and assignors' representatives thereof of the First Part.

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THE JUMP START herein to as 'Consultant' is a skill formation and an employability enrichment venture having its registered office at Dreams Elina, # D-907, Satav Nagar, Handewadi Road, Hadapsar, Pune, MH 411028 represented by its Authorized Signatory Mr. Mahesh Iyer, Co-Founder & Curator, which term shall unless excluded by or repugnant to the context, include its partners, successors and legal, representatives of the SECOND PART.

The Institution and the Consultant are collectively referred to as the Parties and individually as Party.

#### WHEREAS:

The Institution is an educational institute providing education to its students enrolled under different branches and streams of discipline.

The **Consultant** is a skill formation and an employability enrichment venture who possess extensive experience in the field of human capital formation through talent identification and development, academia affiliations, training and consulting services.

The Institution has offered the Consultant for an association vide this MOU dated 28th day of May 2021 to extend their expertise to propel the branding initiatives of the Institution by:

SCOPE A) Orchestrating a series of Webcast events at an International and or at a National level over a period of 3 months from the time of signing this MOU.

SCOPE B) Based on the future requirement, the Institution shall seek expertise of the Consultant to initiate any new approach for branding initiatives as deemed appropriate subject to a revised addendum to this MOU for Scope B activity.

The Consultant in principally agrees to partner for the aforesaid consulting services with the Institution to the specifications entailed in this MOU hereafter.

NOW THEREFORE THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

The conditions set out in this MOU are an integral and essential part of the association between both the Parties:

#### Role & Responsibilities of both the parties:

- 1. The **Consultant** shall extend its expertise to drive the agenda of Institutional branding for the **Institution** based on the period mentioned as above.
- The Consultant shall work as an aggregator between the Institution and the industry, thus, would exercise their discretion to introduce corporates, other Educational Institutions, Eminent Speakers, Session Moderators, Service Providers with requisite technology platforms to drive the Institutional agenda.
- The Consultant will deploy all its efforts to initiate and instill a premise to position the brand of the college
  and promote its faculties, Institutional agenda, students in the industry vide their extensive industry connect.
- 4. The Consultant reserves the right to pursue and choose to work with its corporate clientele anywhere in India. Further, both the parties agree through this MOU to have a clear demarcation of the junsdiction and boundaries of operation for corporate affiliations till the end of the term of this MOU and will ensure that neither parties by act of negligence or intention challenge the spirit of this MOU or otherwise.
- 5. Thus, the parties will ensure that there is no conflict of interest amongst either party whilst pursuing corporate



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for an affiliation during this association.

- The Consultant may utilize the official brand name, logo, banners and respective publicity material of the Institution as appropriate during to execute the scope of work with prior approvals from the Institution.
   By virtue of this MOU, it will be deemed appropriate for the Consultant to make use of the official brand
- By virtue of this MOU, it will be deemed appropriate for the Consultant to make use of the official brand name of the Institution to build interest amongst its clients in its marketing collaterals and website with prior approvals from the Institution.
- 8. The Consultant would be responsible for the end-to-end activity of conceptualizing the theme, generating leads, registrations, speakers' engagement, and designers for creating the marketing collaterals, finalizing the speakers list for the Webcast Series based on a mutual consent with the Institution.
- 9. The Consultant will agree with the speakers for remuneration / honorarium for their expertise and inform the Institution in advance and seek requisite approvals before onboarding the expert panel and commencement of the webcast series.
- 10. All the expenses for the Webcast Series such as: Consultation Charges of the Organizers, Developing Marketing Collaterals and any other expenses related to the Webcast Series will be paid from the funds raised by virtue of the registration fees.
- 11. In case there are no funds raised out of the registration fees, the Institution will bear the cost of the same to the extent of INR 5000/- only for each webcast and thus, credit it to the Consultant prior to the commencement of the webcast. However, if funds are generated through registration of participants; the same will be utilized for the expenses incurred for organizing the webcast series. Further, based on the expenses incurred to organize the webcast series, the differential amount will be split with a profit-sharing ratio of 80:20, where 80% will be accounted under the Consultant for their end-to-end consultation for delivering the scope of work and 20% will be accounted to the Institution as part of their royalty.
- 12. The Institution shall ensure that they provide timely approvals and consent to the Consultant as appropriate.
- The Institution will ensure to extend their support to broadcast the marketing collaterals in their social media platforms and network to boost participation for the Webcast.
   The Institution will agree to pay for the remuneration / honorarium to the speakers based on the initial
- 14. The Institution will agree to pay for the remuneration / honorarium to the speakers based on the initial discussion and understanding between the Consultant and the speakers with prior consent from the Institution.

#### General terms and conditions:

- The parties agree and acknowledge that this arrangement is not a joint venture and shall not make any party a co-trustee or partner or joint venture counterparty with other party.
- The Institution and the Consultant at all times shall guard both the party's reputation and the corporate clients' goodwill or commercial interests and further ensure that there is no prejudice or fallacy while performing their roles and responsibilities as explained in this MOU.
- This MOU is effective from 28<sup>th</sup> day of May 2021 and shall be valid until the 27<sup>th</sup> day of May 2022, which will be for a period of one year from the date of executing this MOU. The same can be extended for further period with mutual consent of both the parties and based on the terms of consulting services extended by The Jump Start.
- 4. The Institution shall not use either the name of the Consultant or its corporate clients and or any variation thereof or any copyright, design, rights, know-how, trademarks or any other intellectual property rights owned by the other Party and its clients without the prior written consent of the said Party.
- 5. This MOU may be terminated by either Party by giving a notice in writing of at least 30 days to the other Party where the commercial terms and conditions will have no bearing to the termination of this MOU.
- 6. Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable laws, but if any provision of this MOU shall be prohibited by or held to be invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.
- 7. This MOU sets forth in full the entire intent and understanding between the Parties with respect to the transaction contemplated hereunder. There are no promises, undertakings, representations or warranties by either party relating to the subject matter hereof not expressly set forth or referred to herein.



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### **GOVERNING LAW & DISPUTE RESOLUTION**

This MOU shall be governed by the prevalent laws of India.

- All disputes, controversies and differences arising among concerned parties out of or relating to this MOU, including any dispute relating to the validity or existence of this MOU, shall be solely referred for arbitration under the provisions of Arbitration and Conciliation Act, 1996 and its amendment or re-enactment thereof by mutually acknowledging the Letter of Conciliation between both the parties.
- 2. The arbitral proceedings shall be conducted by the sole arbitrator who shall be a person from the list of panels of Arbitrators published by Hon'ble High Court, Bombay, and shall be based in Pune who shall produce final and binding award within six (6) months from the date of the appointment of the arbitrator. Both the parties shall co-operate with and assist the arbitrator to complete arbitration proceedings within this timeframe.
- 3. The arbitral award passed by the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The Parties shall agree to be bound thereby and shall act accordingly.
- 4. The seat of arbitration shall be at Pune.
- 5. Arbitral proceedings shall be conducted in English language.
- 6. This clause shall survive any termination or expiry of the term of this MOU.
- 7. This MOU shall be subject to the exclusive jurisdiction of the courts at Pune only.
- Any modification to this MOU shall be in writing and be effective from the date the parties complete the signing thereof.
- 9. This MOU shall be executed in two counter parts and each of the party will retain one counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the date indicated on the first page.

For. Mula Education Society's Arts, Commerce and Science College, Sonai & Scie Principal (Dr. Shankar. L. Laware) Estt.1989 WITNESS Sona

For, The Jump Start

Mahesh lyer (Co-Founder & Curator)

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### MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (hereinafter referred to as MoU) is entered into on 01/01/2020 between Mula Education Society's Arts, Commerce and Science College, Sonai located at Sonai- Rahuri Road, Tal. Newasa, Dist. Ahmednagar – 414105, (herein referred to as Arts, Commerce and Science College, Sonai) and Pragtik Itihas Sanstha, Aurangabad located at Yashomari Housing Society, Khadkeshwar, Aurangabad 431001. The scope of the MoU, the roles and responsibilities of the parties of the MoU, etc. are as follows:

#### Objective:

### PRINCIPAL

1 0 DEC 2019

This document outlines a strategic understanding between Arts, Commerce and Science College, Sonai and Pragtik fithas Sanstha, Aurangabad to work together to share and offer various activities.

## DEFINITIONS AS USED IN THIS MOU: '

 "MOU" means this instrument executed by Arts, Commerce and Science College, Sonai and Pragtik Itihas Sanstha, Aurangabad and subsequent amendments issued to the MoU by mutual consent as provided herein.

### Types of Cooperation:

Through this memorandum, both Parties affirm the collaboration and agree to promote the following activities:

- 1. Opportunities for faculty and staff development and exchange;
- 2. Exchange of visiting research scholars, including advanced graduate students;
- 3. Joint research projects in fields of mutual interests;
- Exchange of academic publications and reports;
- Organization of Guest Lectures, Conferences, Seminars, Workshops & Symposiums between mutual co-operation
- 6. Other activities as mutually agreed.

This Agreement places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate program agreements that detail the commitments of resources (financial or otherwise) required by each Institution. Subsequent program agreements must be approved in writing by the authorized representatives of each institution.

### Terms

This Agreement will become effective upon the date of signature by both Parties. It shall remain valid for a period of five (5) years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both parties. This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. The agreement may be extended by mutual consent of the two Parties after the five year period, and it must be renewed in writing. This MOU will expire automatically on 1<sup>st</sup> January 2025.

