

# MEMORANDUM OF UNDERSTANDING

BETWEEN

Department of Microbiology Pune District Education Association's Annasaheb Magar Mahavidyalaya Hadapsar, Pune-411028 Maharashtra, India

AND

Shardabai Pawar Mahila College, Shardanagar, Baramati, Pune – 413115, Maharashtra, India



Preamble

THIS DEED OF MEMORANDUM OF UNDERSTANDING is made on this Wednesday, 8<sup>th</sup> day of September 2021 at Hadapsar.

-AMONG-

Department of Microbiology, Pune District Education Association's Annasaheb Magar Mahavidyalaya, Hadapsar, Pune-411028, Maharashtra, India (AMMH - FIRST PARTY)

And

Shardabai Pawar Mahila College, Shardanagar, Baramati, Pune, Maharashtra, India (SECOND PARTY)

herein after called the "FIRST PARTY / AMMH (Hadapsar, Pune, Maharashtra, India)" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) on the One Part;

#### AND

## "SECOND PARTY / SPMC ( Shardanagar, Baramati, Pune, Maharashtra, India)"

WHEREAS, the parties hereto have entered into this Memorandum of Understanding (MOU) for the purpose of "creation of a framework for collaboration between SPMC" and Annasaheb Magar Mahavidyalaya, Hadapsar with the objectives as given below:

# (H....)) ...

## ARTICLE I: PURPOSE

This Memorandum of Understanding (MoU), subject to the Rules and Regulations both the institutions is entered into between Annasaheb Magar Mahavidyalaya, Hadapsar (AMMH) and Shardabai Pawar Mahila College (SPMC) for the purpose of

- 1.1 To establish a mutually beneficial relationship based on academic and scientific cooperation between the two Parties in terms of collaborative programs and other academic exchanges.
- 1.2 Facilitating joint collaborative research works between students, faculty and staff of the two institutions through specific MOU related to each of the elaborated activity.
- 1.3 Utilization of sophisticated facilities in both institutions and may joint research collaboration.
- 1.4 To share experiences and expertise concerning administration and management of both the organizations through visits and/or On line seminars.
- 1.5 To encourage any other activities that both the parties agreed to be a mutual benefit.

# ARTICLE II: AREAS OF COLLABORATION

The scopes of collaboration under this MoU include the following:

- 2.1 Faculty members/scientists in both the institutions may conduct research in either institution with prior approval of their parent institutions;
- 2.2 Both institutions shall endeavour to organize joint seminars, colloquium and other academic and outreach programs;
- 2.3 **AMMH** AND **SPMC** shall apply for collaborative projects jointly to National and International funding agencies.
- 2.4 Both institutions shall endeavour to exchange relevant information in both academic and administrative matters;

# ARTICLE III: GENERAL CONDITIONS

a) The aforementioned scope and areas of cooperation shall be realized by means of mutual consultation and exchange of relevant information between the appropriate institutional officials/departments/divisions of the two Parties. b) Neither Party is personed, shall be considered as an official, employee, representative or the other Party. Neither Party shall enter into contract or any other agreement on behalf of the other Party.

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- c) Both AMMH AND SPMC, subscribe to the policy of equal opportunity and shall not discriminate on the basis of gender, age, disability, race, colour, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.
- d) Any activity to be taken up shall be completed within a stipulated time as agreed upon by the Parties.
- e) This MOU will provide the foundation and framework for later particular project(s)/program(s), developed by academic and administrative units/departments of both Parties for which a separate MOU will be signed.
- f) This MOU sets forth the intentions of the Parties to foster collaboration and cooperation in areas of mutual interests without legally binding commitments. If both Parties later agree to undertake specific joint projects with legally binding obligations, separate written agreements for such project(s) shall be made with mutual consent on each Party's contributions, responsibilities, and financial implications.

#### 1. MODE OF OPERATION

a) Each Party shall designate a coordinator or a group of persons for coordinating and carrying out any activity of mutual interest.

#### 2. FINANCIAL COMMITMENT

a) Nothing in this MoU shall be deemed a commitment or obligation of funds from either Party. Financial implication, if any, for carrying out any activity shall be negotiated and agreed upon in writing by the Parties through a separate agreement.

#### 3. COMPLIANCE

a) Both AMMH AND SPMC, shall be responsible for compliance with and implementation of respective national, state, regulatory and/or licensing agencies during the term of MoU, which shall be governed by and construed in accordance with the applicable laws and statutes of the respective Parties, and shall be contingent upon both Parties for securing and maintaining all necessary accreditation, approvals and/or licenses.

#### 4. PROPERTY RIGHT

- a) Both AMMH AND SPACE for the former of collaborative research works in terms of authorship, patent, copyrights, and other intellectual property rights.

## 5. ASSIGNMENT

a) Neither Party shall be permitted to assign or transfer any interest in this MoU without the prior written approval of the other Party.

### 6. LEGAL STATUS

a) This MoU is not to be construed as creating legal relationship between the Parties. It is only a statement of intent to foster genuine and mutually beneficial cooperation.

#### 7. TERM OF AGREEMENT

a) This MoU shall become effective from the date of signing by the official representatives of the Parties and shall remain in force for a period of two (2) years. The MoU may be renewed and extended upon mutual agreement prior to the date of expiry.

#### 8. TERMINATION

- a) Termination of this MoU may be affected upon deliberation by both Parties. Either Party has the right to terminate the MoU by giving six-month notice in writing to the other Party.
- (b) Upon termination, any faculty or student(s) involved in any collaborative program as set forth in separate written agreement(s) shall be permitted to complete the program unless both Parties mutually agree to terminate such agreement(s).

9. AMENDMENT a) This MoU may be amen al agreement of the Parties. For and on behalf of the AMMH For and on behalf of the SPMC mml 3012021 9/202/ Prin. Dr. Shelke P.N. Prin. Dr. Sathe S.J. Principal Annasahet Magar Mahavidyatow Principal Shordabal Pawor Mahila College Hadapear, Pune-411028 Shardanagar, Malegaon Bk. Tal. Baramati, Dist. Pune Witnessed by: Witnessed by: 1. Signature: Preht 2. Signature: Name: Prof. Dr. Neha Nitin Patil vinod daw he Name: Designation: Head, Head, Designation: Head, Affiliation: Annasabe Magar Manandyalay Designation: Affiliation: Mahavid Valagar. Pune 411020 2. Signature: 3. Signature: Name: Dr. Prashant P. Mulay Arvind mokashi Name: Designation: Vice Principal Designation: Sr. Clerk. Annasaheb Magar waha Affiliation: Amasaheb I Hadapsar, Pune-411 372 Affiliation: V. P. Bacamet Mahavidyalaya 1. Signature: Name: Dr. Ramakant P. Joshi Designation 1040 Coordinator Afuliation: Appasaheb Magar Afuliation: Appasaheb Magar Mahavidyalavaer. Fune-28.